

# E-TENDER FOR EMPANELMENT OF SHIP REPAIR WORKSHOPS & FIXATION OF REPAIR TARIFF RATES

## TENDER DOCUMENT(PART-I)

### IMPORTANT NOTE TO THE BIDDERS FOR ONLINE BIDDING:

- THIS IS A TWO-BID-OPEN (2BOT) E-TENDER. PLEASE FOLLOW 2BOT BIDDING PROCEDURE OF SRM BIDDER'S MANUAL AVAILABLE FOR DOWNLOADING AT THE HOME PAGE OF SCI E-TENDERING PORTAL [WWW.ETENDER.SCI.CO.IN](http://WWW.ETENDER.SCI.CO.IN) .DETAILS ARE ALSO MENTIONED IN THIS DOCUMENT.
- DIGITALLY SIGNED TECHNICAL BID DOCUMENTS ARE TO BE UPLOADED IN THE 'TECHNICAL RFX' RESPONSE TAB/FOLDERS. DO **NOT** UPLOAD TECHNICAL DOCUMENTS UNDER 'ATTACHMENT' TAB. DOCUMENTS SHOULD BE LEGIBLY SCANNED AND UPLOADED AS PER THE CHECKLIST.
- BIDDERS TO QUOTE PRICES UNDER THE 'ITEMS' TAB IN THE E-TENDERING PORTAL. WORK-FORMAT WITH CORRESPONDING SAP SERVICE CODES INCLUDED IN THE TENDER DOCUMENTS IS FOR YOUR REFERENCE ONLY. BIDDERS SHOULD **NOT** MENTION RATES ANYWHERE IN THE TECHNICAL BID.
- SIZE OF INDIVIDUAL DOCUMENTS BEING UPLOADED SHOULD NOT BE MORE THAN 10MB.
- PLEASE READ THE TENDER DOCUMENTS CAREFULLY BEFORE SUBMITTING THE BID.
- SCI E-TENDERING SYSTEM REQUIRES CLASS 3B CLASSIFICATION DIGITAL SIGNATURE CERTIFICATE TO BE USED IN THE BIDDING PROCESS. BIDDERS ARE REQUESTED TO USE THE SAME DIGITAL SIGNATURE DURING BIDDING PROCESS. SYSTEM DOES NOT ALLOW THE CHANGE OF DIGITAL SIGNATURE IF A RESPONSE IS SAVED WITH IT. BIDDERS CAN PROCURE AND USE DSC PROVIDED BY ANY OF THE LICENSED CA AVAILABLE ON CCA WEBSITE. ([HTTPS://CCA.GOV.IN/LICENSED\\_CA.HTML](https://cca.gov.in/licensed_ca.html)). FOR MORE COMPREHENSIVE Q&A PLEASE REFER TO DIGITAL SIGNATURE FAQ AVAILABLE ON HOMEPAGE OF SCI PORTAL ([HTTPS://ETENDER.SCI.CO.IN/IRJ/PORTAL](https://etender.sci.co.in/irj/portal))



***The Shipping Corporation of India Ltd***

TECHNICAL SERVICES-FLEET DEPARTMENT



## **The Shipping Corporation of India Ltd**

**TECHNICAL SERVICES-FLEET DEPARTMENT**

### **DETAILS OF THE TENDER**

E-Tenders are invited by The Shipping Corporation of India Ltd. Mumbai (hereinafter referred to as “the Corporation” or “SCI”) for empanelment of ship repair workshops and fixation of repair tariff rates for **SERVICING OF FFA/FRP/LSA & ALLIED ITEMS** on owned, managed, chartered and/or operated vessels by the Corporation and calling **at KOLKATA** with following details:

<b>1</b>	<b>TENDER REF. NO.:</b>	<b>RFx No. 9000040570</b>
<b>2</b>	<b>TENDER TITLE:</b>	<b>E-TENDER FOR EMPANELMENT OF SHIP REPAIR WORKSHOPS AND FIXATION OF REPAIR TARIFF RATES FOR <b>SERVICING OF FFA/FRP/LSA &amp; ALLIED ITEMS</b> AT KOLKATA</b>
<b>3</b>	<b>NUMBER OF WORKSHOPS REQUIRED</b>	<b>02</b>
<b>4</b>	<b>DUE DATE &amp; TIME</b>	<b><u>30/05/2023 ; 17:00 HOURS (IST)</u></b>
<b>5</b>	<b>ESTIMATED VALUE OF TENDER</b>	<b><u>APPROX. INR 41.90 LACS PER YEAR</u></b>
<b>6</b>	<b>TENDER FEE</b>	<b>INR 1770/- [ ie., INR 1500+18% GST]</b>
<b>7</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b><u>INR 84000/- (INR EIGHTY FOUR THOUSAND ONLY). BIDDERS SHOULD ALSO SUBMIT BID SECURITY DECLARATION [ Format given at ANNEX-A ]</u></b>
<b>8</b>	<b>SECURITY DEPOSIT</b>	<b><u>@05% OF THE VALUE OF CONTRACT [UP ON EMPANELMENT ONLY]</u></b>

Instructions for filling of the tender are given in this tender document.

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## PART - I

### SECTION – I

#### GENERAL INFORMATION

- (1.0) The Shipping Corporation of India Ltd., Mumbai (hereinafter referred as 'the Corporation' or 'SCI') has invited E-tenders for empanelment and fixation of ship repair tariffs for **SERVICING OF FFA/FRP/LSA & ALLIED ITEMS** on owned, managed, chartered and/or operated vessels by the corporation and calling at **KOLKATA**.

**The Tenderer should have at least two years continuous relevant experience in the last five years from the date of publishing of tender in the subject ship repair activities. Other essential conditions and criteria of evaluation is enlisted at section-III of this tender document (Part-I).**

- (2.0) Tender Documents are available for viewing and downloading on SCI's e-tendering website <https://etender.sci.co.in>. The encrypted tender document is published over portal for bidders to participate in tender. Bidders shall have to submit their response which is to be digitally signed by the individual bidder. Instructions for filling of the tender are given in this tender document.
- (3.0) Bidders have to register themselves to participate in e-tender. If you are an existing vendor with SCI (ie., you are already having SCI Vendor Code) you can obtain user id and password for logging in to the e-tendering portal by contacting SRM Helpdesk ([srm.helpdesk@sci.co.in](mailto:srm.helpdesk@sci.co.in)) with details. If you are a new vendor (having no vendor code) you may first complete vendor registration process by clicking 'new bidder' tab at the home page of SCI e-tendering portal and following the instructions thereafter. Once the vendor registration is complete you can obtain username and password for logging in to e-tendering portal by contacting our SRM helpdesk as mentioned above.
- (4.0) Accordingly, files containing full details of tender invited along with information/instructions for filling and submission of tender and requirement of documents /formats are also uploaded on SCI website ([www.shipindia.com](http://www.shipindia.com)) and CPP portal (<http://eprocure.gov.in>). The interested bidders are requested to kindly download the documents from websites and study them before submission.
- (5.0) **TENDER FEE:** Tender fees is to be submitted in the form of electronic remittance of total INR 1770/- (ie., INR 1500 + 18 % GST) (Total Rupees One Thousand Seven Hundred Seventy ONLY) to the Corporation's Bank Account (details mentioned at Clause 6 of the 'General Terms & Conditions' under Section-II of this tender document ) before Due Date and Time. Scanned 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.
- (6.0) **EMD & Bid Security Declaration:** Earnest Money Deposit and/or Bid security declaration as mentioned in this tender document need to be submitted by bidders, as applicable.

**(7.0) Micro and Small Enterprises (MSEs)** registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. Such vendors shall submit valid registration certificate relevant to the scope of this tender duly certified by their CA.

**(8.0)** Only online tenders submitted on our e-tendering portal (<http://etender.sci.co.in>) will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted.

**(9.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER:** The Tender response/ bids for subject tender has to be uploaded in two parts:

Part-I (Technical Offer) &

Part-II (Price-bid)

**(10.0) Part I (Technical Offer) includes the following sections–**

Section - I	:	General Information
Section - II	:	Standard Terms & Conditions of the Tender
Section - III	:	Criteria of Technical Evaluation
Section - IV	:	Summary of SCI Fixed Allowances
Section - V	:	Form of Particulars
Section - VI	:	Integrity Pact (only for tender value more than 50Lac/year)
Section - VII	:	Banning guidelines
Section-VIII	:	Checklist for submission of documents
ANNEX – A	:	Bid security Declaration & Format of Bank Guarantee for EMD
ANNEX – B	:	Format of PBG/Bank Guarantee for Security deposit
Annex – C	:	Undertaking for GST Compliance
Annex – D	:	ISPS Undertaking
Annex – E	:	Declaration regarding Banning/Blacklisting/De-listing

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

**(11.0) Part II (Price Offer) for submission of quotation ON-LINE (to be filled in the system itself).**

(Part II) All the rates/ quotations/ bids to be filled only in Price Bid (Part – II) which is available under '**ITEMS**' tab in the system itself. Price Bids to be filled as per item details mentioned in work-format available with this document (Part-II). Each tender activity is being detailed against respective SAP service code and should be quoted accordingly.

**(12.0)** Tenderer should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. Tenderers are required to download the "Technical Offer" and save the files on their computer. Detailed information as required in the tender, is to be filled in the

technical offer and all pages of the technical offer are to be signed and stamped on each pages and then scan the file. Please do not use any special characters while naming the files. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages , arranged as per the check-list given in section-VIII (Part-I) and scanned for uploading.

**(13.0)** The vendor can create response for subject tender and upload its bids as follows:

Create RFx Response > Technical RFx response >

- 1) Index – (upload covering letter, if any)
- 2) Tender Docs – (Technical Offer)
- 3) Certificates – (All other documents, certificates, authorization letters etc as mentioned in the tender and as per the check-list)
- 4) EMD – (copy of Bank Swift / UTR No. payment / BG- if applicable)
- 5) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)
- 6) Other – Any other additional documents

**(14.0)** Once the technical offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for uploading, which should be digitally signed with **Class III-B digital signature procured from the licensed CA** only. The bidder shall scan the technical offer (Part - I) and all other documents as separate individual files (maximum file size limit is 10 MB) and 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.

**(15.0) Price Offer (Part –II) should be filled in system only.** The same need not be printed and should not be uploaded with Technical Offer.

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

**(17.0) Due Date:** Tenderer to submit their responses/bids before the submission due date and time as mentioned in the e-tendering portal as well as in the table at page-2 of this tender document; Details of the tender. Tenderer 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. The Corporation, at its discretion, may extend the due date for submission of bids, as also bring-out amendments as may be necessary through corrigendum.

The date of opening of technical bids/Financial bids will be intimated by e mails. All the bidders who upload their response may also be getting intimation over their registered e-mail

about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.

**(18.0) Assessment of the 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” (Section-V of tender document Part-I) should be properly filled and all documents of the Technical Offer - Part I, must be uploaded with the tender.

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.

The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

**(19.0) Integrity Pact and Banning Guidelines: [\*IF APPLICABLE]**

*[\*Signing of Integrity Pact (Section-VI of Part-I) is required only for those tenders having annual value 50Lac and above ie., total value 1Cr and above for a two years contract (estimated annual value of this tender is mentioned in the table at page-2 of this document)].*

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

Tenders received without the signed Integrity Pact (if applicable) and Banning Guidelines and/or without details filled in, is liable to be rejected.

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

- 1) Shri Girish Chandra Chaturvedi. E-mail: gcchaturvedi@gmail.com
- 2) Shri Deepak Chaturvedi - E mail : chaturvedideep@rediffmail.com
- 3) 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 .

**Mediation:** In the event of any dispute between the management and the contractor relating to those contracts where Integrity pact is applicable, in case, both the parties are agreeable, attempt to settle the dispute through mediation before the panel of IEMs in a time bound

manner may be made. Such Mediation is to be guided by the Civil Procedure Mediation Rules 2006 issued by Hon'ble Bombay High Court".

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

**Deputy General Manager I/C (Technical Services-Fleet),**

The Shipping Corporation of India Ltd.,

"Shipping House", Technical Services- Fleet Department,

245, Madame Cama Road, Mumbai – 400 021. INDIA.

Phone No.: 022-22772167

e-mail: [b.chakravarti@sci.co.in](mailto:b.chakravarti@sci.co.in)

**Other Contact details of tender processing department:**

Tel : 022 - 2277 2167/ 2277 2144/ 2277 2157

E-Mail : [b.chakravarti@sci.co.in](mailto:b.chakravarti@sci.co.in),

[prijith.chandroth@sci.co.in](mailto:prijith.chandroth@sci.co.in),

**Contact details for SRM Helpdesk :**

Tel : 022-2277 2343/2349 :

E-Mail : [srm.helpdesk@sci.co.in](mailto:srm.helpdesk@sci.co.in)



**PART - I**

**SECTION – II**

**STANDARD TERMS AND CONDITIONS**

**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.

**(1.0)** The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 30.05.2023.**

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 (if applicable for this tender) should be deposited through electronic remittance to SCI’s Bank Account (details mentioned at clause 6). Copy of Bank Swift / UTR No. Payment should be uploaded with Technical Offer only.

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

The Corporation, at its discretion, may extend the due date for submission of bids as also bring-out amendment(s) , as may be necessary, through corrigendum during the validity of the tender due date including extensions period of tender due date.

Tenderer shall not 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 two years from the date of contract commencement as decided by Corporation.** The Corporation has the sole option to extend the contract twice by three (03) months each after the expiry **of two year contract period on the same terms and conditions.**

**(4.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER:** The Tender response/ bids for subject tender has to be uploaded in two parts:

Part-I (Technical Offer)

&

Part-II (Price-bid)

**(4.1) Part I (Technical Offer) includes the following sections--**

Section - I	:	General Information
Section - II	:	Standard Terms & Conditions of the Tender
Section - III	:	Criteria of Technical Evaluation
Section - IV	:	Summary of SCI Fixed Allowances
Section - V	:	Form of Particulars
Section - VI	:	Integrity Pact (only for tender value more than 50Lac/year)
Section - VII	:	Banning guidelines
Section-VIII	:	Checklist for submission of documents
ANNEX – A	:	Bid security Declaration & Bank Guarantee in-lieu of EMD
ANNEX – B	:	Format of PBG/Bank Guarantee for Security deposit
Annex – C	:	Undertaking for GST Compliance
Annex – D	:	ISPS Undertaking
Annex – E	:	Declaration regarding Banning/Blacklisting/De-listing

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

**(4.2) Part II (Price Offer) for submission of quotation ON-LINE (to be filled in the system itself).** (Part II) All the rates/ quotations/ bids to be filled only in Price Bid (Part – II) which is available under 'ITEMS' tab in the system itself. Price Bids to be filled as per item details mentioned in work-format available with this document (Part-II). Each tender activity is being detailed against respective SAP service code and should be quoted accordingly.

**(4.3)** Tenderer should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. Tenderers are required to download the "Technical Offer" and save the files on their computer. Detailed information as required in the tender, is to be filled in the technical offer and all pages of the technical offer are to be signed and stamped on each pages and then scan the file. Please do not use any special characters while naming the files. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also

need to be signed and stamped on each pages , arranged as per the check-list given in section-VIII (Part-I) and scanned for uploading.

**(4.4)** The vendor can create response for subject tender and upload its bids as follows:

Create RFx Response > Technical RFx response >

- 1) Index – (upload covering letter, if any)
- 2) Tender Docs – (Technical Offer)
- 3) Certificates – (All other documents, certificates, authorization letters etc as mentioned in the tender and as per the check-list)
- 4) EMD – (copy of Bank Swift / UTR No. payment / BG- if applicable)
- 5) Tender Fee - (copy of Bank Swift copy / UTR No. towards tender fees)
- 6) Other – Any other additional documents

Once the technical offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for uploading, which should be digitally signed with **Class III-B digital signature procured from the licensed CA** only. The bidder shall scan the technical offer (Part - I) and all other documents as separate individual files (maximum file size limit is 10 MB) and 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.

**Price Offer (Part –II) should be filled in system only.** The same need not be printed and should not be uploaded with Technical Offer.

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

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

DEPUTY GENERAL MANAGER I/C (Technical Services - Fleet),  
The Shipping Corporation of India Ltd.,  
“Shipping House”,  
Technical & Off-Shore Services Department,  
245, Madame Cama Road,  
Mumbai – 400 021. INDIA.

Phone No.: 022-2282 1615 (Direct)

Phone No.022-22772167 (Board), Extension: 2167

Email: [b.chakravarti@sci.co.in](mailto:b.chakravarti@sci.co.in) ,

Other e-mail: [prijith.chandroth@sci.co.in](mailto:prijith.chandroth@sci.co.in),

**(6.0) SCI's Mumbai Bank Account Details-**

The bank account details of the Corporation 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
<b>ACCOUNT NO: 416197198</b>
<b>IFSC Code : IDIB000N052</b>

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

**(7.0) ASSESSMENT OF TENDER:**

7.1 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 in and all documents of the Technical Offer - Part I, must be uploaded with the tender.

7.2 Bidders should submit the additional documents as per the checklist and Copies of valid Registration or Approval certificates, Details of Banker /Financial institution that are financing your company. all required documents like, copy of valid Goods and Service Tax registration certificate, Banker`s certificate showing your credibility, dock entry permit, Custom Authority, ISO, MMD/DGS/Port Trust approvals, etc. whichever/wherever applicable must be uploaded with the tender.

7.3 Bidders should provide an undertaking (see Annex-C) that they will comply with the GST regulations as issued and as may be issued by the Government of India from time to time. Bidders should also mention their GST number in the undertaking.

7.4 SCI reserves the right to disqualify the workshop who fails to comply with the GST regulations as issued and as may be issued by the Government of India and SCI Management from time to time.

**(8.0)** Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be on cost competitive basis (i.e. the empanelment of workshops will be done among the best (lowest) offered overall rates e.g. on L1 basis.). Price negotiation, if required, will be done only with the L1 bidder and the final L1 rates will be offered to remaining required number of Tenderers (workshops). You are therefore requested to quote your best & final offer.

However, The Corporation does not bind itself to accept the Lowest Tender and 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.

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

**(10.0) VALIDITY OF QUOTATION: -**

10.1 The rates given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date of bid submission. 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 after expiry of SIX MONTHS withdrawing his price offer, else the rates will hold valid till finalization of the contract. A bid valid for a shorter period will be rejected by SCI as non-responsive.

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

**(11.0) BID SECURITY DECLARATION & EARNEST MONEY DEPOSIT (EMD)**

11.1 The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **INR 84000/-** (INR EIGHTY FOUR THOUSAND ONLY) to Corporation's Bank Account (details mentioned at clause 6.0 above) 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. All Bidders are **also** required to submit a duly signed Bid Securing Declaration as per the proforma given at Annex-A of this tender document.

Copy of Bank SWIFT copy / UTR No. of electronic transfer for Earnest Money Deposit must be enclosed with the "Technical Offer" only and details should be indicated in the CHECKLIST (Section-VIII of part-I of this tender document). The Tenderer has the option to submit EMD in the form of Insurance Surety Bond/Bankers Cheque/Account Payee DD/Fixed Deposit Receipt/ Bank Guarantee, including e-Bank Guarantee, from Nationalized/scheduled bank (refer to format of EMD at Annexure 'A') with a validity of not less than 09 months from the initial due date of the tender and extendable, if required, up to 45 days beyond the final bid validity period.

11.2 Submission of EMD will be exempted for Govt. Departments and firms/public sector units/ MSE units registered under MSME Act (subject to submission of Udyog Aadhar Memorandum /Udhyam registration certificate relevant to the scope of this tender by the vendor) / firms registered under NSIC and Khadi Board as per applicable govt. directions from time to time, and on submission of valid documents/certificates in proof of the same.

**IMP:** Tenders received without EMD, Bid Security Declaration & Tender fees, as applicable (without assigning valid reason and proof) are liable to be rejected.

**(12.0) FORFEITURE OF EMD/ CAUSES OF SUSPENSION AS PER BID SECURITY DECLARATION:**

The Earnest Money Deposit submitted (if applicable) with the tender shall stand forfeited/or the tenderer may be suspended as per the Bid Security Declaration in the event:-

- (i) The Tenderer withdraws his offer within its validity period any time before the tender is finally considered/ decided upon.
- (ii) The Tenderer increases the quoted prices during the validity of the tender.
- (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
- (v) The tenderer violates the terms of Integrity Pact at any stage of tender processing or performance of the contract.

**(13.0) ELIGIBILITY CRITERIA:**

The Tenderers should comply with tender criteria as mentioned in the **Section-III** of this tender document (Part-I).

Compliance to any statutory/administrative guidelines/orders/notices/acts from any competent authorities from time to time regarding the competency of personnel carrying out the ship repair activities/quality or standards of materials and methods under the scope of this tender, whether included or not included in the eligibility criteria enlisted in this tender document, may also form the part of technical evaluation of the bidders.

Inspection and physical verification of the WORKSHOP/FIRM by SCI with respect to the various requirements as listed in criteria for selection, if required, will be carried out for technical eligibility consideration.

SCI's decision will be final in above matter(s) and binding on the tenderer(s).

**(14.0) RATES:-**

14.1 The Rates quoted by the Contractor shall remain firm during tenure of the contract / extended period of contract and NO ESCALATIONS whatsoever shall either be claimed or considered during the tenure of the contract.

14.2 The Rates quoted should be “INCLUSIVE OF ALL COSTS/EXPENSES/OVERHEADS ETC. **BUT EXCLUSIVE OF TAXES**” and would mean and shall include:

a. Salaries and wages including all fringe benefits payable to all supervisory and clerical staff as well as all categories of labour required.

b. Charges for all workshop equipment that may be required for carrying out jobs/repairs.

c. Charges on account of all charges to labour and equipment as well as all benefits payable to labour.

d. Preparation of all required documentation as per local port / custom regulations.

e. Charges in respect of workmen’s compensation and common-law liabilities payable by the workshop owner towards injury, death etc. caused to labour, staff etc.

f. Charges for employment of security staff for security fire precaution for carrying out jobs on board ship. The contractor shall submit necessary information/statement to the Corporation whenever requested.

g. The rates should be quoted EXCLUDING all applicable taxes.

h. The Corporation reserves the right to carry out the jobs/ any item/s covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the Tenderers.

i. 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.

j. The Tenderers are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the quotations are opened. Corrections if any made before submission of the tender forms should be initialed by the person signing the tender form, failing which rates for such items will not be considered.

k. There shall be no extra payment in respect of any remuneration or compensation payable to the workshop over and above the rates for whatsoever reasons during the tenure of the contract period.

l. The rates quoted by the contractor as per Price Offer (Tender document - Part II), shall remain firm during tenure of the contract/extended period of contract and NO ESCALATIONS whatsoever shall either be claimed or considered.

Any revision (increase/decrease) in statutory levy (GST) after awarding of the contract will be admissible, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy. The benefit of reduction in cost due to downward revision of taxes shall be passed on to SCI.

NOTE: Rates should be filled only in the e-tendering portal at "ITEMS" tab of subject tender and should not be mentioned anywhere in technical offer. Work-format (Part-II) of tender document gives detailed service description corresponding to each SAP service code. Rates should be quoted strictly as per service details mentioned in the work-format.

**(15.0) DISQUALIFICATION:**

The tender is liable to be disqualified if:

15.1 Not submitted in accordance with terms and conditions of the Tender Form.

15.2 During validity of the quotation period or its extended period, if any, the tenderer increases his quoted prices.

15.3 The tenderer qualifies the tender with his own conditions in Technical Offer Part I and taking deviation in Price Offer Part II.

15.4 Tenders received in incomplete form including rate schedule.

15.5 Tenders received after due date and time.

15.6 No submission of bid-security declaration/No remittance of Earnest Money Deposit in the form of NEFT/RTGS/ANY OTHER FORM in SCI Account. (as may be applicable)

15.7 Not accompanied by all requisite supporting documents.

15.8 Information submitted in Technical Offer is found to be incorrect or false at any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

15.9 **Price offer is submitted in Technical Offer folder.**

15.10 Tenderer of the contract qualifies the letter of acceptance of the contract with his conditions.

15.11 The Tenderer is not ready to provide his services from applicable date.

15.12 If the 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.



15.13 Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, both the Tenderers are liable to be disqualified.

15.14 While processing the tender documents, 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.

15.15 The Tenderer is not responding to Corporation's communication in time for clarification of some of the relevant terms and conditions of the quotations.

15.16 The Tenderer is found to be financially unsound on the basis of the audited Balance Sheet / P&L A/c for the last three years submitted with the tender.

15.17 Past performance will be taken into account and during technical evaluations non-performing contractor(s) shall be disqualified.

15.18 If the tenderer has not honored its own offer despite being adjudged L1 in any of the tender of SCI in the last five years, The Corporation reserves the right to reject all/any of the tenders submitted by such tenderer, and the decision of the Corporation in this regard shall be final and binding on the tenderer(s).

15.19 Contractor(s) having quoted unsustainable/unreasonable rates partly or wholly in the past and failed to undertake such jobs during the tenure of the existing contract shall be a ground for disqualification.

15.20 The decision of the Corporation in this regard on all above clauses shall be final and binding on the tenderer(s)/contractor(s).

**(16.0) BILLING:-**

16.1 The contractor shall submit GST compliant bills within 30 days of completion of services in duplicate, complete in all respects along with SAP Purchase Order issued by User Dept. and the Work Done Certificate in the given format signed by Master/Chief Engineer Officer and 2nd Engineer (Along with their Full Name, Rank and employee code. The officers who do not have SCI employee code and is employed through Manning Agencies must write their Full name, Rank and Manning Agency Vendor Code) and other relevant documents **to the respective bill receiving sections of The Corporation's offices originating 'work-order' / 'Generating PO'**. This provisions for bill submission are subject to changes, as per the Corporation's policies, which shall be conveyed.

The payment shall be made within 90 (Ninety) days from the date of receipt of bills in SCI H.O. complete in all respects. The said payment schedule is subject to change based on SCI's adopted payment guidelines/Govt. guidelines.

16.2 After scrutiny of the invoice and supporting documents, intimation of the passing amount will be sent to the concerned vendors. Vendor should issue a credit note for the disallowed amount/ deducted amount, if any. SCI reserves the right to settle the invoice and arrange payment of the said scrutinized amount to the vendor if no response/ representation/ Credit note is received within seven (07) working days (from the date of intimation of the passing amount) from the vendor. SCI absolves itself from any consequential loss to Vendors due to non-submission of credit note in time as stated above. Also, for consequential loss to SCI due to non-issuance of credit note by vendor or due to non-compliance of vendor to GST regulations as prevalent in the date and as may be issued by the Government of India and SCI Management from time to time, SCI reserves the right to recover from the vendor.

16.3 SCI reserves the right to recover the Input Tax Credit loss from the vendor, if any, for delayed submission of bills while settling the invoice.

16.4 The date of the submission of original invoice at SCI office(s) complete in all respects should not exceed one week from the date of Invoice.

16.5 The Corporation expects the Contractor to service the contract in the right spirit and bill the Corporation correctly. Failure to do so may compel the Corporation-

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

**(17.0)** The bill and work done certificate must indicate following:

- a. The vessel name, the period of job carried out.
- b. Time sheet in standard format (It should also indicate date & time the readiness was given by ship staff to carry-out the intended job.)
- c. The port and location of vessel.
- d. The no. of persons/time vessel boarded and disembarked after the completion of job.
- e. To the extent practicable, numerical figure appearing in work done certificate & invoice must be mentioned in words also.

**(18.0)** SCI reserves the right to reject the tender submitted by the party :

1. Who was empanelled in last tariff tender and had not performed or had very poor performance during last contract of two and half years and
2. Other registered workshops that have not performed or have very poor performance during last contract of two and half years.

**(19.0) DUTIES, RESPONSIBILITIES AND LIABILITIES: -**

19.1 The contractor shall be responsible to the Corporation for the safety/security of the job allotted and its completion on time and will be liable for any damage arising out of or in consequence of negligence on the part of the contractor or any of his servants.

19.2 The contractor will be held liable for all costs in relation with improper repairs carried out by him on account of faulty workmanship or substandard materials.

19.3 The Corporation reserves the right to claim for the consequential losses suffered by the Corporation for non-compliance of the contract on the part of the contractor. Further, in the event of such failure on the part of the contractor to fulfill the contractual obligations, the Corporation reserves the right to assign the work on short- or long-term basis, as required, to any other party of its selection and additional cost if incurred by the Corporation arising out of such arrangement will be recovered from the contractor besides any penalty Corporation may be decided to impose for non-performance.

19.4 The Corporation does not guarantee the minimum amount of jobs that can be offered.

19.5 The Contractor shall be responsible for any detention/delay in carrying out/completing the jobs allotted to them. The cost of such detention shall be recovered from the contractor.

19.6 The contractor must provide computerized support system to give reports regarding activities and such other information as may be required, by the Corporation from time to time.

19.7 The contractor shall be responsible to the CORPORATION for claims arising out of any accident resulting in body injury to or death of third party.

19.8 It will be the responsibility of the contractor to meet the common law liabilities arising out of injury, death, etc. caused to the labour / staff employed by the contractor(s). The death / injury and resultant liability caused due to reasons whatsoever.

19.9 The contractor shall provide adequate staff and labour force to perform all the work under this contract effectively.

19.10 The contractor shall provide at his own cost all required labours with necessary gear, equipment etc., for the effective and efficient execution of the work as contemplated in this contract.

19.11 The contractor should have qualified workforce with adequate experience in carrying out repairs in accordance with job requirements.

19.12 The contractor should have sufficient repairing tools/equipment for repairing /services.

19.13 Please note that it is the workshop's /contractors responsibility to obtain all necessary permissions, permits and any other misc. requirement for accomplishing /carrying out allotted jobs in successful manner.

**(20.0) GENERAL TERMS AND CONDITIONS:**

20.1 Negotiations, if required, would be carried out with only L1 party.

20.2 The contract will be awarded on uniform rate schedule and the share of business will be decided by the Corporation as per the purchase manual guidelines in force.

The proportion of business to be allotted to the parties selected where more than one contractor is appointed to perform the contract in a uniform rate schedule, will be as under.

**If the difference between original quoted rate between the first and second lowest Tenderers are:**

**1) If TWO parties are required to perform the contract:**

	<u>1<sup>st</sup> Lowest (L1)</u>	<u>2<sup>nd</sup> Lowest (L2)</u>
(a) Less than 5%	53%	47%
(b) Between 5% & 10%	58%	42%
(b) More than10%	60%	40%

**2) If THREE parties are required to perform the contract:**

	<u>1<sup>st</sup> Lowest (L1)</u>	<u>2<sup>nd</sup> and 3rd Lowest (L2 &amp; L3)</u>
(a) Less than 5%	34%	33% each
(b) Between 5% & 10%	40%	30% each
(b) More than10%	50%	25% each

**3) If FOUR parties are required to perform the contract:**

	<u>1<sup>st</sup> Lowest (L1)</u>	<u>2<sup>nd</sup>, 3rd and 4<sup>th</sup> Lowest (L2, L3 &amp;L4)</u>
(a) Less than 10%	37%	21% each
(b) More than10%	49%	17% each

**4)** If more than **FOUR** parties are required to perform the contract: The proportion of business then will be decided by the Corporation.

The Share of business allocation as mentioned above are directive figures. Above proportions may be reviewed during the tenure of the contract as may be required and will be at the sole discretion of the Corporation. SCI user divisions may endeavour to comply with the established allocation of business. However subject to the scope & vividness of ship repair activities , peculiarity of repair specifications, expertise & performance of the successful workshop(s) in executing the repair activities etc the corporation ,to its best interest , reserves the right to allocate/not to allocate repair jobs in full or in part to any one or all of the empanelled workshops.

20.3 The 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 Eligibility Criteria.(Section-III)

20.4 The estimated requirement furnished in the price offer is indicative only and the same is without any commitment from the Corporation.

20.5 The Tenderers with whom the corporation has dealt with earlier may also note that their performance during past contracts with Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Govt. body etc., would be taken in to 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.

20.6 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.

20.7 The submission of a tender by a Tenderer implies that he has read these instructions and has made himself aware of the scope of work and the conditions of contract and the corporation will not therefore, pay any extra charges on any account in case the Tenderer finds later on to have misjudged the conditions.

20.8 Tenderers must endeavor to quote for all the items in the tender schedule. In case tenderer does not quote for all items listed in the tender schedule, The Corporation in its sole discretion reserves the right to reject or accept such price-bids and the decision of the Corporation in this regard shall be final and binding on the tenderer.

20.9 In case the tenderer does not quote for all the listed items, then, for the purpose of evaluation, the items not quoted will be assigned the highest value quoted by the rest of the tenderers.

20.10 **Micro and Small Enterprises** (MSEs) registered (which is to be duly certified by their CA) with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform. The registration certificate should be valid for the scope of this tender

**(21.0) PENALTY CLAUSE:**

In the event, the Contractor fails to service the contract as per the provisions of the Tender / contract, then in that event, the Corporation has the right to take the following action, without prejudice to any of its rights, including the right to claim damages.

(i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.

(ii) For the second contravention, a monetary penalty will be imposed, depending on the gravity of the contravention/offence. This is to be paid by way of electronic remittance to the Corporation's Bank Account (details mentioned at clause 6). Alternatively, this amount will be deducted from bills payable to the contractor/security deposit/performance guarantee submitted by him.

(iii) For the third contravention, the contract is liable to be terminated and the Contractor may be debarred from the contract for a specified period, which will be decided by the Corporation.

**(22.0) 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:

(a) 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.

(b) The Tenderer commits any breach of the terms of this contract /tender document, If any charge sheet is filed by a competent authority of the Government against the Tenderer or the company, or the Tenderer is convicted by a criminal court on grounds of moral turpitude.

(c) The Contractor is involved in wrongful /overbilling billing. In addition, hereto wrongful billing shall also result in the Tenderer being debarred from participating in any other tender of the Corporation for the next three years.

(d) 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 reserves the right to forthwith terminate the contract and in such an event the Contractor shall have no claims whatsoever against the Corporation in consequence of such termination of the contract.

(e) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.

The decision of the Corporation in terminating the contract will be final and binding on the Tenderer/Contractor.

**(23.0)** It is clearly understood by the Tenderer that if a charge sheet is filed by any competent authority of the Government against the Tenderer, 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/services made after the date of the filing of the charge sheet.

**(24.0)** If there is a change in the name of the Tenderer's firm /company's 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, with copies of proper documents in this regard, of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein.

**(25.0) EXIT CLAUSE**

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

In case contractor intends to withdraw his registration /contract with Corporation, the contractor has to give three months' notice to Corporation.

**(26.0)** The Tenderer shall abide by and comply with all local, national as well as international laws in connection with supplies/services under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the Tenderer.

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

27.1 The successful Tenderer will have to deposit a Security Deposit which will be equivalent **to 5% of the value of the contract allocated**. The security deposit can be submitted in the form of Electronic Transfer to SCI's designated bank account mentioned in this tender document/ Insurance Surety Bond/Account Payee DD /Bank Guarantee (including e-BG) of any Nationalized Bank/commercial bank which should be valid for the full period of the

contract including the extension period plus three months, towards satisfactory performance of the contract.

27.2 Additional Performance Guarantee/PGB **equivalent to 5% of value of contract allocated** is to be paid, through similar modes of payment as above, 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.

27.3 In case of termination of the contract for any reason, the Security Deposit and/ or additional Performance Guarantee shall stand forfeited, either wholly or partly and the Tenderer (s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.

27.4 In the event the Tenderer/s gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and /or Performance Guarantee shall stand forfeited.

27.5 No interest shall be payable on the EMD, Security Deposit and Performance Guarantee.

27.6 The Corporation shall also be entitled to make recoveries from the Tenderer'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.

27.7 The Security Deposit and / or Performance Guarantee paid by the Tenderer towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three (03) months on expiry of the contract (including any extension period).

**(28.0) SECURITY CLAUSE:**

28.1 While evaluating tenders regard would be paid to national defense and security consideration.

28.2 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.

**(29.0) ISPS CLAUSE for Corporation's Contractors: -**

A declaration to be produced by the Tenderer (as per proforma at Annex-D) that police verification has been/will be 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.

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

**(31.0)** All scrap material shall be collected and accumulated in the scrap. The scrap generated out of repair work is Workshop's property and workshop to arrange for disposal of same safely.

**(32.0) 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.

**(33.0)** PLEASE NOTE THAT ALL THE SHIP REPAIR WORKSHOPS ARE STRICTLY INSTRUCTED THAT THEY SHOULD NOT USE **ASBESTOS MATERIAL** IN ANY FORM. DURING THE REPAIRS/RENEWALS ON BOARD VESSELS as use of ASBESTOS is prohibited on ships in any form as per MSC.1/Circ 1426 and SOLAS regulation –II-1/3-5.

**(34.0) JURISDICTION**

All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai city and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

**(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) 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/WORKSHOP" 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.

**(37.0)** General working timings will be from 0900 hours to 1700 hours from Monday to Saturday with total one hour lunch/tea break.

**(38.0)** The allocation of works to your firm will be done by our Operating Divisions/Local Representative/Agents and SCI reserves the right to allot part or all works of a particular ship to your firm.

Your firm is expected to accept works when allotted, on all types of our ships owned and managed by us while the ships are alongside a jetty or at an anchorage, or in dry-dock etc.

All necessary gas free certificates for Man Entry and Hot Work should be obtained by the workshop.

- a. Workshop will ensure that works allotted to your firm are executed economically with the diligence, expertise, and under properly qualified/trained Supervisors/Engineers. All materials supplied / used for executing repair works shall be of best approved quality.
- b. As all the work to be completed to the satisfaction of the ship's Chief Engineer/Master, Superintendent and to the approval of the Classification/MMD Surveyor as may be required.
- c. All the allotted work is to be carried out and completed during normal working hours. If any repair item (s) requires additional time after normal working hours, prior sanction is to be obtained from the concerned ship's Superintendent/Operation Department, for working overtime.
- d. Any equipment/item taken ashore for repair must be repaired and returned to the ship and every effort should be made to ensure that all the allotted works are completed well in time so that all tests and trials can be carried out well before vessel's departure from the port. Under no circumstances a situation should be allowed to arise whereby vessel is detained in port for non-completion of work or due to failure of repaired item.

- e. Your workshop is requested to prepare your bills on computer in duplicate on the basis of tariff and submit the bills to the Centralized Bill Receiving Cell (CBRC), Ground Floor, Shipping House, The Shipping Corporation of India Ltd., 245 Madam Cama Road, Mumbai – 400 021 / to the respective bill receiving sections of The Corporation's offices originating 'work-order' / 'Generating PO' , along with proper documents such as white copies of repair specification, work done certificate duly signed by Master/Chief Engineer Officer, timesheet in standard format at the earliest but in any case within 30 days from the date of completion of all work. The bills would be scrutinized by our Operation Department for payment.
- f. Refusal to undertake work without proper reasons or not executing the work with due diligence or without qualified/trained personnel or jeopardizing safety of vessel/personnel or over-billing or undue delays in completion of works may result in cancellation of your enlistment from SCI panel of repairers.
- g. SCI also reserves the right to cancel the name of your firm from the panel of ship repairers, without assigning any reasons.
- h. Kindly note, all workshop personnel, equipment tools and tackles are fully insured against any injury/accident/demise of personnel and damage/loss of any material due to theft, fire etc. The Shipping Corporation of India or Master or any Personnel of the vessel that, your workshop personnel would be boarding, would not be held responsible or be liable to pay any compensation to workshop or your personnel for any mishap.
- i. Your workshop would also ensure that all wages, including allowances are paid to your staff/labour (permanent/temporary, casual/contract) in accordance with the Shops and Establishment Act or any other rules and regulations of Central / State Government and other Statutory Act, Provident Fund Act, Workmen Compensation Act and other legislation which may be enacted from time to time by the appropriate Government Authorities for the employees. The persons employed by your company are the employees of your company and not the employees of Corporation; hence under no circumstances SCI would entertain any claim from your workshop or your staff / labour for non-payment of their dues.
- j. Please note no supplementary bills will be accepted for bills already settled for above tariff period.
- k. The steel to be used will be Lloyds 'A' Grade or Classification equivalent.
- l. While renewing pipelines, workshop should clearly indicate bore and wall thickness for all types of pipes used e.g. ERW/Seamless, whether it is SCH - 40 or SCH – 80, in all work done certificates.

- m. Workshop to use 'F' type flanges for sea water and fresh water pipe lines of pressure below 7 bar and to use 'K' type flanges for renewal of pipe lines of pressure above 7 bar including steam pipe lines. Workshop should also mention the thickness of flanges in addition to mentioning 'F' type or 'K' type.
- n. The workshop at all times shall be responsible for compliance of Dock Safety Regulations. They shall maintain adequate stock of protective gear/clothing such as gloves, gum-boots, goggles, masks, etc. and shall supply same to their labour in time for handling repair work as required under Dock Safety Regulations. Should any consequential levy or fine or damages or delay to the vessel, result from non-compliance of the exact provisions of the Dock Safety Regulations, it will entirely be the responsibility of the workshops and shall be on their account. All workers must be aware of safety rules and wearing of appropriate safety shoes, helmets are compulsory.
- o. Workshop will be responsible to the Corporation for ensuring that men, material and stores being placed on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by SCI. Workshop should follow all safety and security related requirements of port and ship.
- p. Your workshop will comply with all legal requirements and any other rules and regulations enacted from time to time by the Government (Central /State) and / or other competent authorities concerning such ship repairs. It will be your responsibility to file all returns required under the various existing laws and rules such as PF returns with Provident Fund Commissioner's office, Goods and service Tax Act with GST tax authorities, Income Tax with Commissioner of Income Tax Office, etc.
- q. The tariff should be exclusive of Goods and Service Tax and any other taxes and levies, duties etc.
- r. This tariff does not ensure any guaranteed business. The tariff is agreed so that as and when jobs are allotted, your workshop will carry out all given jobs and raise your bills as per this agreed tariff.
- s. It is the workshop's responsibility/obligation to inform IN WRITING to the concerned SCI superintendent/Master/Chief engineer, WHENEVER the total cost of particular job based on unit tariff rates exceeds Rupees ONE LAKH, for the review of superintendents as regards to feasibility of cost and time. For continuing the job further, written permission to be obtained from superintendent which shall be submitted along with the bill.
- t. The estimated requirement mentioned in the tariff format is for indicative purpose only and without any commitment from the Corporation.

- u. SECURITY DEPOSIT/PERFORMANCE GUARANTEE : The Corporation shall also be entitled to make recoveries from workshop bills, under the acceptance of tariff rates and / or any other contract held by them or any other bills payable to a firm in which the defaulting workshop is a Proprietor/Partner/Director, Security Deposit/Performance Guarantee or from any amount due to them against any other payment made to them due to inadvertence, error, collusion, misconstruction or misstatement, or against any claims/losses arising under the terms of the contract. No interest shall be payable on Security Deposit / Performance Guarantee.
- v. The Security Deposit/Performance Guarantee paid by the workshops towards satisfactory performance in carrying out repair works during the validity of the tariff shall, subject to necessary deductions, if any, be returned after three months of expiry.

**(39.0) Instructions to the Bidders:**

- 39.1 Bidders should submit all documents as per the check-list along with their offer, including:
- i) Bidders Company profile and valid shop & establishment registration certificate.
  - ii) List of equipment held by them with model/ year/ working status and personnel with name, designation, qualification and experience to determine their capabilities.
  - iii) Audited/ Certified Balance sheet, Profit/ Loss account for past three years and valid solvency certificate/ Banker's opinion issued by Nationalized / Reputed international/ Scheduled bank.
  - iv) The bidders experience and past performance on similar work for 2 years in the last 5 years (Order copies & work completion certificates to be appended). Minimum 50% of types of jobs mentioned in the work format must have been carried out by the bidder. The work done experience on bulk carriers, tankers / SVC, OSV & container ships and passenger vessels is essential.
  - v) Mobilization: On receipt of job order, men & material/equipment etc. must be mobilized on board within 3 hrs of vessel being made available.
- 39.2 A direct quote from a competent workshop/contractor is required. Subletting of work shall not be allowed except in special cases with prior approval of SCI.
- 39.3 The work is to be carried out by the successful bidder utilizing their own manpower on all SCI owned, managed & operated vessels.

- 39.4 If any bidder find discrepancies in tender conditions/ specifications or other documents, or has any doubts as to the meaning, or intent or any part thereof, he should inform SCI of the same, prior to submission of offer.
- 39.5 The bidders are advised to visit the SCI office and seek clarifications, if any, regarding all conditions. Failure to seek clarifications will in no way relieve the bidder from his contractual obligations.
- 39.6 The presence or absence of SCI representative does not relieve successful bidder of the responsibility for quality control in all phases of work.
- 39.7 The training/ qualification of all personnel, as per industry practice, shall be to the sole account of the successful bidder, including but not limited to the time spent by workmen, provision of all materials/ equipment / supervision etc. required. Only qualified personnel with certificate from relevant competent authorities are to be employed. Necessary identity cards are to be prepared by the successful bidder, at his cost and to be produced as demanded.
- 39.8 SCI will endeavor to supply special material/ spare parts required, if available on board vessel.
- 39.9 The successful bidder shall provide all equipment, tools, tackles etc. required for the work at his cost. Included among these are cutting/ gauging/ welding tools & tackles, cables, chain pulley blocks, slings, shackles, scaffolding, grinding machines, chipping machines, gas cutting machines, electrical testing/ pneumatic testing facilities, turn buckles, temporary ladders, calibration instruments, heating torches, brazing material, spanners, hand/ motor pump, calibrated pressure gauges etc.
- 39.10 Inspection and acceptance of the work by the Master/ CEO shall not relieve the successful bidder from any of his responsibilities under the contract until expiry of the warranty period stipulated, if any.
- 39.11 The successful bidder shall make his own arrangements for the safe custody of materials/items entrusted to him for repairs. It will be the responsibility of the successful bidder to rectify/ replace any loss/damage to such material/item.
- 39.12 All jobs have to be completed to the satisfaction of Master/ CEO, as applicable.
- 39.13 Any damage to the structure/ Main Hull or any part of Ship caused by successful bidder should be brought to the notice of Master/ CEO immediately. The cost of rectification done by SCI in such cases will be recovered by SCI from contractor/ successful bidder.
- 39.14 The scope of work as given in the tender shall be final. In case of any dispute, SCI decision will be final and binding on the successful bidder.

**(40.0) Criteria for normalizing the price bid for ranking: -**

- a. Loading criteria: In absence of quote for certain item, the highest quote (for that line item) among the bidders will be loaded, for the purpose of evaluation.
- b. *Bidders to note any item whose unit of measurement is mentioned as 'percentage' (PCN) in the work-format to be quoted the numerical value of the percentage (ie., bidders to quote 'x' if the quote is 'x%'). The notional annual lifting assigned to such items are without any guarantee & it shall be deemed that the assigned lifting will itself incorporate and contain all expected quantities in relation to parent/base line item(s). All items, including items quoted in percentages, will be evaluated by simple multiplication of the assigned lifting with the quoted unit rates, unless otherwise specifically mentioned in the tender.*
- c. SCI reserves the right to award the contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.
- d. Any deviation from SCI tender enquiry & Standard Terms and Conditions (STACS) should be specifically highlighted, failing which it will be presumed that the same are acceptable to your workshop in totality.
- e. In case of any query, the contractor may contact the concerned dealing officer.
- f. SCI also reserves the right to cancel the work order at contractor's risk and cost if the progress of work is not considered satisfactory and it is felt that contractors are not likely to meet the contractual completion /delivery date. Extra expenditure incurred by SCI in doing so will be recovered from contractor.
- g. In case it is noticed before the award of contract or even after the award of the contract that rate of some items/jobs have been quoted exceptionally high, the Corporation reserves the right to take such high priced items/jobs out of the purview of the contract and procure/perform the same through alternative means which includes but not limited to floating a separate tender for those high priced items/jobs. The decision of the Corporation on what constitutes "Exceptionally High" or "High Priced" will be final and binding on the Workshops/Vendors.

**(41.0) Indemnity:** The contractor shall be held responsible to keep SCI indemnified against all claims non-compliance/ violation of all statutory rules and regulations.

**(42.0) Transport, Food, accommodation, medical facilities, insurance etc:** The successful bidder shall make his own arrangement at his expenses for transportation of his men, materials, food, accommodation and medical facilities. The successful bidder will arrange at his own cost necessary insurance for his employees and materials. The successful bidder shall adopt all safety measures and precautions while executing the order.

**(43.0) Subletting of Jobs:**

43.1 No part/ share of work/ service shall be sublet, assigned or transferred by the successful bidder without any written consent of the Corporation.

43.2 If any part of the work is sub-contracted by the successful bidder, even with the consent of the Corporation, the successful bidder will continue to be fully responsible for the timely

and successful completion of the work in terms of the contract as if such subletting has not been done.

**(44.0) Additional Jobs:** The successful bidder shall carry out any additional jobs entrusted to him, during the currency of the contract, at mutually agreed rates depending upon the type and quantum of work. The additional jobs, however, shall be undertaken by the successful bidder only on written instructions from the Corporation. When scheduled jobs & non-scheduled jobs are carried out during the same day, actual hours of work and number of manpower employed for scheduled jobs and for non-scheduled jobs shall be explicitly mentioned in the Work Done Certificate/time sheet. Total labour charges in any case should not exceed the total man-hour rates as per the tariff.

**(45.0)** The successful bidder will have to comply with all our safety/ security rules/ regulations.

**(46.0)** The successful bidder shall have to furnish a copy of the test certificates of the manufacturer to QC of SCI before using the consumables (if required during the course of ship repair) on the job. The successful bidder shall proceed with the use of these consumables only after the clearance from SCI.

**(47.0)** All the tools and tackles, machinery being used by the successful bidder is subject to inspection by our Maintenance/ Safety department before the successful bidder commence the work and also at any stage of the contract.

**(48.0)** In case, it is observed that the successful bidder is using the consumables and/ or any resources that have been rejected by us then SCI reserves the right to take such action against the successful bidder as deemed suitable. In such cases the company reserves the right to terminate the contract and get the balance work done at the risk and cost of the successful bidder, inclusive of forfeiture of Performance Guarantee Bond.

**(49.0)** No compensation is payable by the Corporation for the extended stay/ call time/ suspension of work etc on account of workshop.

**(50.0) Power of Entry:**

Failure to carry on the work in conformity with the contract documents

or

Failure to carry on the works in accordance with the work schedule

or

Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract, after notice in writing shall have been given to the successful bidder by the SCI requiring such breach to be remedied.

or

Abandon the works

or



There is a labour strike by the successful bidder's labour and if the successful bidder fails to recommence the work on the structures allotted to him within permissible time.

or

If the successful bidder during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

**(51.0)** Then in any such cases mentioned in 50.0 above, SCI shall have the power to suspend all the works given to the successful bidder /the registration with SCI after giving in writing a notice and to take possession of the materials, temporary works, equipment and stock thereon and to revoke the successful bidder's license to use the same and to get the work completed by appointing any other successful bidder at his own absolute discretion.

The balance work in such cases shall be completed at the risk and cost of the successful bidder.

**(52.0)** Work completion certificate: Immediately on the completion of the work in all respects, the successful bidder shall be responsible to get the final Work Completion Certificates issued by the Ship.

The final work completion certificates shall be given to the workshop/successful bidder provided:

- i. The job allotted is completed successfully in all respect.
- ii. Work site is cleaned in all respects.
- iii. All the equipment which the successful bidder has got issued from SCI are returned to company in working conditions.
- iv. All the technical documents according to which the work was carried out are returned to respective departments and a clearance certificate is received.

**(53.0)** Security Clearance: The contractor will be required to follow appropriate security clearance procedure as per SCI standard laid down practice during the execution of above work on SCI vessels. The contractor will also have to ensure that his personnel deployed in connection with entrusted work will not indulge in any activities other than the duties assigned to them.

**(54.0)** The bidder shall submit the entire tender document along with the enclosures duly signed and stamped by the authorized signatory of the bidding firm.

**(55.0)** Pre-qualification documents to be submitted:

Refer essential conditions and criteria of technical evaluation at Section-III and the Check-list given at Section-VIII , of this tender document (Part-I).

**(56.0)** Performance Guarantee Bond (PBG):

Selected workshop shall furnish PGB , if applicable, in the form of Bank Guarantee only from Nationalized /scheduled Banks/Co-operative scheduled banks.

**(57.0) EXEMPTION FROM SUBMISSION OF PERFORMANCE GUARANTEE:**

Following bidders shall be exempt from submission of PGB:

- a) State & Central Government of India Departments, Public sector Undertakings & registered under small scale industries /MSMEs Act.
- b) To qualify for PGB exemption, firms should necessarily submit VALID copy of the registration certificate issued by competent authority.
- c) However, the above will be reviewed as per govt. guidelines from time to time

**(58.0) Definitions:**

- 58.1 The word 'Corporation/Purchaser' refers to THE SHIPPING CORPORATION OF INDIA LIMITED (SCI), a Company registered under the Indian Companies Act, 1956 , ..
- 58.2 The word 'Contractor / Bidder' means the person/firm / Company who undertakes to CARRYOUT SHIP REPAIRS, manufacture and/or supply and/or undertake work of any nature assigned by the Corporation from time to time and includes its successors or assignees.
- 58.3 The word 'Owner' means the person or authority with whom SHIPPING CORPORATION OF INDIA LIMITED (SCI) (Corporation) has contracted to carry out work in relation to which orders are placed by the Purchaser on the contractor /Supplier / Supplier under this contract for supply or manufacture of certain items.

**(59.0) GENERAL:**

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this STACS.

**(60.0) COMMUNICATION & LANGUAGE FOR DOCUMENTATION:**

Any letter, facsimile message, e-mail intimation or notice sent to the Contractor / Bidder at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order /contract. Unless stated otherwise by the purchases, Language for communication & all documentation shall be same that the Purchaser has used in the tender enquiry.

## **(61.0) CORPORATION'S PROPERTY**

- 61.1 All property (such as materials, drawings, documents etc) issued by the Corporation or any other individual or firm on behalf of the Corporation in connection with the contract shall remain confidential, being the property of the Corporation and the Bidder /Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Corporation the full amount of loss and damage.
- 61.2 On completion of work in any compartment/location, the contractor must ensure that the place is left in a reasonably clean state and all scrap/republic/debris/refuse is transferred to nearby scrap/garbage/refuse bins. The scrap generated out of ship repair activity i.e. steel renewal, pipe line renewal, sludge removed etc. will be the property of ship repairer except the finished old goods/old equipment.
- 61.3 The Corporation would provide on demand the requisite spares to be supplied as per the job requirement. On completion/execution of the job, a reconciliation statement detailing quantity of material issued, quantity used for the job, scrap generated, quantity returned to ship and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage/damage, re-work not attributable to Corporation will be recovered from the Bidder/Contractor.

## **(62.0) RISK PURCHASE**

- 62.1 If the equipment/article/service or any portion thereof be not delivered/performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply/awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
- 62.2 The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.

**(63.0) RECOVERY – ADJUSTMENT PROVISIONS:**

During the currency of the contract, if any sum of money is payable by the Bidder/Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder/Contractor under the contract or any other contract with the Purchaser.

**(64.0)** The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Contractor/Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

**(65.0) INDEMNIFICATION:**

The Contractor/Bidder, his employees, licensees, agents or Sub-Supplier /Sub – contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors /Suppliers occurring and to the extent caused by the negligence of the Contractor / Bidder, his employees, licensees', agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

**(66.0) TRANSFER OF SUPPLIER'S /CONTRACTOR'S RIGHTS:**

The Contractor / Bidder shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

**(67.0) SUBCONTRACT & RIGHT OF PURCHASER:**

The Contractor / Bidder shall under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Contractor / Bidder id debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

**(68.0) PATENT RIGHTS:**

The Contractor / Bidder shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

**(69.0) AGENTS / AGENCY COMMISSION:**

~~The Contractor / Bidder should confirm and declare to the Purchaser his status as either the original manufacture of equipment or as the stockiest / supplier of the equipment / machinery / items referred to in this contract and that he has not engage any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor / Bidder nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor / Bidder shall agree that if it is established at any time to the satisfaction of the Purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser that the Contractor / Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor / Bidder shall be liable to refund that amount to the Purchaser. The Contractor / Bidder will also be debarred from entering into any supply contract with the Purchaser for a minimum period of five years. The Purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Contractor / Bidder who shall in such event be liable to refund all payments made by the Purchaser, along with interest at the rate of 2% per annum above the LIBOR (London Inter bank Offer Rate) or PLR (Prime Lending Rate) of SBI plus 2%. The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Purchaser.~~

**(70.0) USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

70.1 The Contractor / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Contractor / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Bidder and recover from the

Contractor / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor / Bidder.

70.2 The Contractor / Bidder shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or fore borne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Contractor / Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder )or the commission of any offence by the Contractor / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Contractor / Bidder the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

70.3 In case, it is found to the satisfaction of the Purchaser that the Contractor / Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Contractor / Bidder on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

**(71.0) LICENCE/PERMITS:**

The licenses/permits that may be required for delivery of the various items / equipment/ services to SCI shall be arranged by the bidder from the concerned authorities without any time & cost implications on the Purchaser.

**(72.0) BANNED OR DE-LISTED CONTRACTORS / FIRMS / SUPPLIERS**

The bidders declares that they being Proprietors /Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder' entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated ( see Annex-E ). SCI's policy for blacklisting shall apply.

**(73.0) DUTY OF PERSONNEL OF SUPPLIER / SUPPLIER**

SCI being a Govt. of India owned PSU Organization, Contractor / Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

**(74.0) CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970:**

- 74.1 Contractor / Bidder shall obtain license under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act 1970 /as per rules/regulations of Labour commissioner/ PF Commissioner shall be renewed in time every year and if work continues for more than a year, a copy of the License is produced as and when demanded by the concerned authorities of Purchaser.
- 74.2 The Contractor / Bidder shall carry out his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970/ as per rules/regulations of Labour commissioner/ PF Commissioner and the rules framed there under, but not limited to -
- i. Pay in time, on or before 7<sup>th</sup> of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.
  - ii. Disburse wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.
  - iii. Production of Wage / Attendance Register along with E.S.I. & P.F. Statements to Corporate Personnel Department (from 8<sup>th</sup> to 15<sup>th</sup> of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
  - iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary/wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non – deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.
  - v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders/ decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Officer in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 ad also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.
  - vi. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly – off, Sundays and Holidays, the Contractor / Bidder must inform through concerned departments the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'compensatory – off before 3 days from the date actual payment.

**(75.0) MINIMUM WAGES ACT**

- 75.1 The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the State Government under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Ship, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.
- 75.2 The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.
- 75.3 The Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation etc.

**(76.0) BONUS ACT:**

The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

**(77.0) FACTORIES ACT:**

- 77.1 The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour
- 77.2 The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.
- 77.3 The Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

**(78.0) EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952:**

- 78.1 The Contractor / Bidder, as applicable, shall cover his employees deployed in the Purchaser's Ship:
- i. Under the Employees' Provident Funds and Miscellaneous Act, 1952,
  - ii. Under the Family Scheme and
  - iii. Under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act.

The Contractor / Bidder shall cover from the first day working all his contract labour on SCI jobs by filling requisite returns to concerned statutory authorities and obtaining Code



Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P.F. dues payment challans, copy of Form No. 12 (A), copy of Form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the dock. The Contractor / Bidder must also attend to P.F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder shall through his own P.F. code number shall fill in P.F. / Pension settlement forms of all the employees engaged in Purchaser's ship, well in advance of last working day and forward the said settlement forms to the respective P.F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code Nos. to PF Commissioners Office & furnish copies of the same to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P.F. Inspections by concerned authorities and submit copy of the Inspection Report.

78.2 The Contractor / Bidder shall through his own P.F. code number shall fill in P.F. / Pension settlement forms of all the employees engaged in Purchaser's ship well in advance of last working day and forward the said settlement forms to the respective P.F. Commissioner's office for settlement. Contractor's who are yet to obtain PF code shall apply for Code nos. to PF Commissioners Office & furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from contractor's running bills till such time the PF Code nos. are obtained.

78.3 The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E.S. I.P.F. – declaration forms, covering their labour under Group Insurance Policy etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.

**(79.0) EMPLOYEES' STATE INSURANCE ACT:**

79.1 The Contractor / Bidder should also cover all the eligible contract labourers working on SCI jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R.D.F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

79.2 The Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of SCI along with full details of contributions etc. within 25 days

from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No., they should submit documentary evidence of application for obtaining ESI Code no. to Corporate Personnel Department.

**(80.0) SAFETY:**

- 80.1 The Contractor / Bidder must observe all safety precautions in connections with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and /or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Officer – in – Charge Safety, or any officer appointed for the purpose before the commencement of work on the ship. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in SCI. The decision of SCI in matters concerning Safety shall be final and binding on the contractor.
- 80.2 The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while on board ship. Contractor's workmen working without safety gears are likely to be disallowed for work.

**(81.0) POLICE VERIFICATION OF EMPLOYEES**

- 81.1 Contractor / Bidder shall have to produce and submit to the Chief Security Officer of Purchaser, verification through ~~Mumbai police~~/competent Police authority, of Character and Antecedents of their employees / workers while working on board ships under modernization / refit / repairs at various Indian ports. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's ship and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser with applicable laws of the land.

**(82.0) ACCEPTANCE OF ORDER / CONTRACT:**

82.1 With the acceptance of the successful bidder's offer by the purchaser, which is as per the Terms & Conditions of the tender, by means of Letter, the tender is concluded. The Vendor /contractor /Supplier shall, on receipt of the order / Contract, communicate their unconditional acceptance to the purchaser on the offered letter immediately within 07 days.

82.2 If nothing to the contrary is heard by purchaser within 10 days from the date of placement of offer, it will be understood that the offer has not been accepted by the Bidder / Vendor / Contractor.

82.3 Any delay in acknowledging the receipt & acceptance of the offer letter from the specified time limit or any qualification or modification of the offer letter Contract in its acknowledgement acceptance by the Vendor /Sub –contractor /Supplier shall be termed as breach and would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

**(83.0) SUPPLIES:**

The equipment / products / items / services to be supplied , during the course of ship repair , shall be strictly in accordance with the Drawings /Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

**(84.0) PROGRESS REPORTING & MONITORING:**

Where so stipulated in the order, the Bidder / Vendor / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

**(85.0) CANCELLATION OF CONTRACT:**

85.1 The Purchaser reserves the right to cancel an offer forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery ~~/Completion period / the progress~~ of service/progress of repair work /~~manufacture~~ /Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder /Vendor /Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder / Vendor / Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder / Vendor / Contractor at his cost.

85.2 In case of breach / non – compliance of any of the agreed terms & conditions of order / contract. SCI reserves the right to recover consequential damages from the vendor / contractor on account of such premature termination of contract.

85.3 In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period whichever is earlier, SCI reserves the right to cancel the order

and procure the order items / services from any available source at SCI's option & discretion and entirely at your risk and cost. Extra expenditure incurred by SCI in doing will be recoverable from you.

**(86.0) PRESERVATION AND MAINTENANCE:**

- 86.1 Should any material require any preservation till its final installation / fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder / Vendor / Contractor.
- 86.2 Further the de-preservation prior to the material / equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Vendor / Contractor.
- 86.3 The Bidder / Vendor / Contractor in their offer must confirm that indigenous oil, lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

**(87.0) TAXES & DUTIES / STATUTORY LEVIES:**

- 87.1 Bidder shall indicate the taxes and duties applicable. Taxes in cases where exemption certificates cannot be availed, shall be deducted wherever applicable (e.g. TDS, GST etc) from the bills of the vendor as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on vendor's written intimation with relevant details regarding readiness of items for dispatch, if applicable. Where payment of Octroi duty is applicable and agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of vendor's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn / issued in the name of 'SCI' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by the Purchaser at actual after receipt of vendor's bills along with 'Custom Certified Duty Paid Challan – Money Receipt in original or carbon copy as relevant. These Challans / Receipts / Bill of Entry are to be drawn / issued in the name of 'SCI' only. Where payment of GST, is agreed to and stipulated in the Purchase Order / Contract the same will be reimbursed by the Purchaser at actual after receipt of vendor's bills along with proof or declaration to the satisfaction of purchaser for payment of such taxes by the vendor to appropriate tax authorities.

The bidder/ vendor has to ensure compliance with the GST regulations as issued and as may be issued by the Government of India and SCI Management from time to time. For consequential loss to SCI due to non compliance of vendor to GST regulations as prevalent in the date and as may be issued by the Government of India and SCI Management from time to time, SCI reserves the right to recover from the vendor.

87.2 Bidders to note that there are no provisions in the notification issued by Ministry of Finance for issuing the Custom Duty exemption Certificates & Excise Duty Exemption Certificates in favour of sub-vendors / collaborators and for increase in the figure of import content value specified in the purchase order.

87.3 DEMURRAGE : Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper dispatch documentations, lorry receipts not accompanied by packing lists, invoices etc. The Contractor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing. If any delay to ship's sailing due to fault on workshop/contractor, the loss to SCI will be recovered from workshop/contractor.

**(88.0) GST CLAUSE:**

**CONTRACTOR :-**

**Vendor/Bidder/Service provider/Tenderer/supplier**

**CORPORATION :-**

**The Shipping Corporation of India Ltd**

**TAXES:-**

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Goods and service tax, VAT, Customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the CORPORATION for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

CONTRACTOR shall provide all the necessary certificates / documents for enabling CORPORATION to avail Input tax credit including CENVAT credit benefits in respect of the payments of VAT, GST etc. which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under respective State VAT Act for VAT separately for the indigenous goods and tax invoice as per *tax invoice, credit and debit notes* rules under Goods and Service Tax regime. Payment towards the components of VAT, GST etc shall be released by CORPORATION only against appropriate documents i.e. tax invoice/Bill of entry for availing input tax credit including CENVAT credit (as applicable).

The tax invoices as required by above provisions/rules should invariably contain the requisite particulars including:-

- (i) Name, Address and the Registration Number (under the relevant Tax Laws & Tax Rules) of the supplier (Contractor)
- (ii) Name, Address and the Registration Number (under the relevant Tax laws & Tax Rules) of the CORPORATION.

- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (i.e. GST/VAT – separately indicating any Cess, wherever applicable)
- (iv) Description of HSN (Harmonized System of Nomenclature)/SAC (Service Account Code) for Goods/Services under applicable tax laws.

Any loss or non-availability of input tax credit by the CORPORATION due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of CONTRACTOR, an amount equivalent to the liability accruing to the CORPORATION to the extent of such loss or non-availability of credit forming part of liability accrued shall either stand cancelled or deducted from payment due to the CONTRACTOR or shall be reimbursed from the CONTRACTOR till such default is either rectified or made good by the CONTRACTOR and the CORPORATION is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the CORPORATION at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of CONTRACTOR shall be borne by the CONTRACTOR. An amount equivalent to such cost, liability, dues, penalty, fees and interest as the case may be shall be reimbursed by the CONTRACTOR within 5 days from the date of such payment by CORPORATION. Any GST as may be applicable on such recovery of amount shall also be borne by CONTRACTOR and same shall be collected by the CORPORATION.

In the event of introduction of any new legislation or any change or amendment or enforcement of any act or law, rules or regulations of Government of India or state Government(s) or Public Body which becomes effective after the date of submission of price bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the goods/services under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR("Vendor of SCI") shall be indemnified for any such increased cost by the CORPORATION("SCI") subject to the production of documentary proof to the satisfaction of the CORPORATION to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication.

Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of price bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the goods/services through reduced liability of taxes, (other than personnel and Corporate taxes) duties or increase in eligibility of input tax credit, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the CORPORATION, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

In order to ascertain the net impact of the revisions / enactment of various provisions of taxes/ duties, the CONTRACTOR is liable to provide details of each of the input/input services used in relation to providing goods/services to the CORPORATION including estimated monthly value of input/ input service and tax amount as applicable.

**(89.0) INSPECTION, TESTING:**

- 89.1 The Purchaser has the right to inspect repair job/installation/equipment/system/supply of materials undertaken by the repairer at any stage of the contract and the inspection will be done either by Classification Society / Nominated Agency and or by Inspection

Officer nominated by Purchaser as per requirement. ~~at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.~~

- 89.2 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications /Standards shall be final, conclusive and binding on the Bidder / Vendor / Contractor.
- 89.3 The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection /Testing during course of manufacture /final testing.
- 89.4 RECEIPT INSPECTION BY SCI: SCI shall carry out necessary inspection of the items of receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by SCI Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

**(90.0) REJECTION OF MATERIALS :**

Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / Contractor shall collect the same from the Purchaser's Ship/Store, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Vendor / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

**(91.0) PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in Toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for SCI action.

**(92.0) BANK GUARANTEE FOR FREE ISSUE MATERIAL :**

The Bidder / Vendor / Contractor shall furnish Bank Guarantee equivalent to the value of materials supplied by SCI free of cost (if required during the course of ship repair) valid up to the execution of the contract / delivery of material, inspect / accepted and receipt at SCI together with the material reconciliation statement whichever is later.

**(93.0) FACILITY PROVISION (Applicable only for Services):** The Purchaser would consider providing facilities like – compressed air at one point, carnage facility for handling heavy loads for lowering onto the ship ad water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser’s premises at no extra cost to the Contractor /Bidder. Industrial gases, electrical power, office spare / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The Contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer etc. for power, connecting lies , storage etc for water and necessary fittings,. Wires, welding machines, transformer, etc. for power connecting lines, storage etc. for water and necessary fittings, pipes, breaker, hoses etc. for compressed air.

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**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 tender document (complete & filled with details wherever required) duly signed and stamped on each page.



**PART-I**

**SECTION – III**

**TECHNICAL EVALUATION CRITERIA FOR EMPANELMENT OF WORKSHOPS  
AND FIXATION OF TARIFF RATES**

<b><u>RFX No.</u></b>	<b><u>9000040570</u></b>
<b><u>JOB CATEGORY</u></b>	<b><u>SERVICING OF FFA/FRP/LSA &amp; ALLIED ITEMS</u></b>
<b><u>BASE LOCATION/PORT</u></b>	<b><u>KOLKATA</u></b>

The interested workshops who intend to empanel with SCI under ship repair tariff should satisfy following criteria for selection of workshops on SCI empanelment and for offer of repair tariff rates. The tenderer needs to have the full set-up of his workshop as per the criteria of the subject tender at the Port/location for which he is participating.

**Digitally signed copies of related documents should be uploaded as proof along with Technical bid.**

Please note that the tender application of applicant's is liable to be rejected if following criteria are not complied with /fulfilled.

- (1.0)** The workshop should have valid ISO 9001-2015 certification preferably from an IACS Class society member or any other reputed IAF/NABCB member organization.
- (2.0)** **The workstation/certifying personnel should be DG Shipping/MMD approved**
- (3.0)** The workshop should have minimum **two (02) years' experience**, in the ship repair and related jobs relevant to the activities under the scope of this tender, in the last five years. Workshops to submit sufficient proof like work done certificates duly certified by ship's staff.
- (4.0)** The workshop should have registered with Local Municipal Authority or as a Small Scale Industry or under factory act with Govt. bodies. (at the base location)
- (5.0)** The workshop should have minimum 20 Sq.Mtr area with required facilities/equipment/trained certified manpower and authorized required Industrial Power Supply at base port/location .The place should be owned, leased or rental basis at least for the next three years period. Proof of ownership/valid rent agreement should be submitted by the bidder.
- (6.0)** The workshop and its personnel should possess (at base port/location) valid dock entry permit, machinery pass / pink pass & personnel pass along with their one of the employees having experience in carrying out custom / port formalities. Obtaining/renewing of required dock entry permits/pass at respective ports will be entirely the workshop's responsibility.
- (7.0)** The workshop should have minimum workforce of ten (10) permanent employees for shipboard work.
- (8.0)** The workshop should have active P.F. account, ESIS Registration/Insurance cover for their permanent workforce & duly registered with the Labour Commissioner, IF APPLICABLE.
- (9.0)** The workshop should mention the status of workshop as whether the Ownership or Partnership or proprietorship and/or if a registered Micro/Small/Medium enterprise along with the names of the responsible / authorized persons for official dealing with the SCI.

- (10.0) The location of workshop should be within 50 km from the docks (at base location/port).
- (11.0) The workshop should have Proper communication equipment in operation.
- (12.0) The workshop should submit audited financial statements for turnover for the last three financial years ending 31<sup>st</sup> March immediately preceding the date of publishing this tender.  
**Average** annual turnover for the last three financial years should be minimum INR **12.50 lakh**
- (13.0) The workshop should be registered with various concerned Tax authorities for GST compliances or any other tax compliances.
- (14.0) The workshop should submit tax returns for the last three financial years, ending 31<sup>st</sup> March immediately preceding the date of publishing this tender.
- (15.0) The workshop should have computerized billing system.
- (16.0) Recommendation letters from third party for the proof of experience is not acceptable
- (17.0) The INTEGRITY PACT DOCUMENT, if applicable for this tender, should be signed by the bidder and submitted with technical document. Please note non-compliance of this condition by the party, the tender submitted by the party is liable to be rejected.

**PART-I**

**SECTION-IV**

**SUMMARY OF SCI FIXED ALLOWANCES**

- (1.0)** Please note that the following allowances have been fixed by the SCI and the workshops need not to quote for the same.

This document is a common document for general allowances, abstract of which may be found at foot notes of respective category work-format/rate sheets. Decision of the Corporation on the applicability of any of these allowances, fully or in-part, will be final and binding.

- (2.0) Normal Shift , Over Time, Holidays:**

All labour rates and Engineer / Technician rates, unless otherwise specifically mentioned, are for 8 hrs. normal shift / per day.

- (3.0) Normal Shift :** from 0900 hrs to 1700 hrs ( Monday to Saturday).

1/2 Shift is payable for - 4 hours or less

Full shift is payable for - more than 4 hours and upto 8 hours.

**Holidays:** Sundays, National Holidays & May 1st .

- (4.0) Overtime allowance :** [ unless otherwise specifically mentioned in the tariff schedule] shall be paid on basic labour cost of jobs only and at 25% on pro-rata basis beyond normal working hours (Please note that no allowance over allowance).

**Note:** The workshop must not delay in reporting to the vessel for the sake of accumulating O.T Hours. The O.T allowances (if approved) are subject to scrutiny from the consideration of attempted delayed reporting to the vessel amongst other issues. The time, readiness given by vessel's Master/ship staff or office (user division) for carrying out the specific work entrusted with the concerned workshop shall be distinctly written and endorsed by ship staff in the time sheet and certified by the superintendent, which should be produced during submission of invoice.

- (4.1)** In applying O.T allowance the "break-up of cost" in case of jobs consisting of labour + material is to be considered as below:

for Woodwork– 65% labour cost + 35% material cost

for Upholstery– 40% labour cost + 60% material cost

for Steel renewal/Steel fabrication – 50% labour cost + 50% material cost

for Pipe line & Flanges renewal– 35% labour cost + 65% material cost

for Insulation renewal and other jobs in this category – 45% labour+55% material cost

for rewinding of motors and other equipment - 40% Labour + 60% Material

**(5.0) The location allowances:** have been fixed as follows and payable on basic labour component of jobs only (no allowance over allowance)

**(5.1) Mumbai Port**

Anchorage /Pirpau - 15%  
JNPT / Nhava/ NSICT , Butcher Island - 20%  
BFL - LPO 25 %  
Mumbai High / Panna & Ratna fields – 30%

**(5.2) Vizag Port**

Anchorage / LPG Jetty - 15%  
Outer Anchorage/SPM – 20%

**(5.3) Chennai Port:** Anchorage/Ennore port -15%

**(5.4) Jamnagar / Vadiner/Sikka** anchorage – 25%

**(5.5) Kandla stream**--15%.

**(5.6) Kochi Port** - Anchorage 15%

**(5.7) Budgebudge/ Kulpi/ Diamond harbour** -15%

**(5.8)** In any other locations an anchorage allowance of 15%

Note: During a single call of vessel remaining partly alongside and partly on moorings, stream allowance shall be applied on proportionate basis for the respective stay.

**(6.0) Outstation allowance:** for jobs attended at ports other than base port. The outstation allowance of 25% would be applicable [unless otherwise specifically mentioned in the tariff] only on labour component of "basic cost of job"(i.e allowance over allowance is not allowed).This allowance is incentive for attending job at outstation.

**(6.1) Transportation cost & entitlement:**

For Engineer/Supervisor-2AC Train fare/Bus Fare/Economy class air fare.  
For Others - Non-AC Sleeper Class train fare/Bus fare

**(6.2)** For attending outstation jobs expenses towards transportation of men and material (to & fro),wages for manpower during travel time will be applicable-  
-one normal shift charges per day per person (if travelled by train/bus i.e by road)  
-on hourly (pro-rata) basis for engineers/supervisors if travelled by air  
-plus reasonable food charges during travel time & stay time (max Rs.500 per person per day)

**(6.3)** Lodging charges if personnel stayed at hotel (in case accommodation not available on board ship and certification in this regard by Master of vessel is required) would be payable seperatly.

For lodging plus boarding per day per person :  
-for engineers and supervisors Rs.2500/-  
-for skilled workers and labour. Rs.1000/-

**(6.4) Miscellaneous Expenses at Outstation:**

Towards Custom clearance, port clearance, road taxes and other misc.expenses for out port jobs will be paid lumpsum Rs.6000/-per round trip/per port call of vessel. For transporting men & material between hotel and ship at outstation (unless otherwise separately quoted in the tariff schedule) Rs.600 per day/per round trip is admissible.

- (7.0)** For procuring and supplying (onboard vessel) of material (non-tariff) used in the course of repairs 15% allowance will be payable on cost of materials only. (Cash memos/ invoices in line with GST provisions are to be submitted for items/total costing more than Rs. 2500) .
- (8.0)** An allowance of 10% will be payable for mutually agreed sub-contracted services excluding materials ( ON APPROVAL OF CONCERNED USER DIVISION OF SCI) as percentage over the actual sub-contracted price.
- (9.0)** At Base port only-INCIDENTAL EXPENSES, ANY OTHER MISC. EXPENSES, CUSTOM CLEARANCE ETC. IS PAYABLE AT 10% OF TOTAL BASIC LABOUR COST. Minimum of Rs. 1500/-.
- (10.0)** SCI service boats to be utilized as far as possible. Whenever, SCI Service boats are not available and workshop arranges his boats service to attend the job on instruction of Superintendent of the vessel, cost approval to be taken by the concerned supdt. Such arrangement of boat services has to be certified by Vessel's master and superintendent and will be paid at (approved) actuals.
- (11.0)** For any 'in-between' capacity/size job or equipment, rates shall be pro-rated from the rate of immediately succeeding/preceding rating (capacity), whichever is Lower. Decision of SCI in this regard would be final and binding.
- (12.0)** Workshop must submit bill within 30 calendar days from the date of completion of work.
- (13.0) Payment terms :**

Within 90 days (subject to change as per SCI's adopted guidelines/govt. guidelines) from the date of receipt of bill in the respective bill receiving sections of SCI office with all the required documents and without any discrepancies.

Note: The tariff rates offered for 2 years with six months extension if required by SCI. The tariff rates will remain fixed during the entire contract period irrespective of any variation in labour cost, material cost and various taxes.

**PART - I**

**SECTION – V**

**FORM OF PARTICULARS – Form A**

NO.	PARTICULARS	DETAILS
1)	Name of the Firm/Company	
1.1)	SCI Vendor Code of your company	
2)	Registered Postal Address of the Firm/Company & it's principal place of business.	
3)	Landline Telephone(s)	
4)	Mobile Number(s)	
5)	Fax Number(s)	
6)	Email Address & Web Address	
7)	If a subsidiary Company, Name & Address of the holding company	
8)	Year and Date of Establishment of the Firm/Company	
9)	Date of commencement of Ship repair works/services & Recent Working experience on-board ships (Nos. of Years)	
10)	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 Audited Balance Sheet, Profit &amp; Loss Account of your company for the last three years]</b>	
11)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name(s) of Directors in case of Limited Company.	

12)	Whether your firm has branch offices at any other places. <b>[If yes, furnish details-Name and Address]</b>	
13)	If any Owner / Partner/Director of your company has any relation employed in SCI. If 'Yes", give full details.	
14)	Whether office premises are owned by you or on lease. (Please attach photocopy of proof of ownership/Rent/Lease documents)	
15)	Whether your firm is registered under Municipal Act and / or shops and Establishment Act or with Local Government, and if so. Registration No. & Date. <b>(Please enclose documentary evidence in support, if answer is affirmative or State the reason(s) if NO registration is available).</b>	
16)	Whether your firm is registered with Labour Commissioner's Office (Central / State) <b>please attach photocopy of documents or State the reason(s) if NO registration is available</b>	
16.1)	Whether you hold a valid license issued by Labour Commissioner. Please furnish details & attach the photocopy of the same.(State reasons if "NO")	
17)	Whether workshop is registered with Factory Act. If "Yes", Factory License No. (Please attach photocopy)	
18)	Details of P.F. A/C. No. with Notification from Provident Fund Commissioner. (Attach latest letter from P.F. Office that your employees are covered under P.F. & Copy of latest Contribution towards P.F) – [State reason if "NO"]	
19)	E.S.I Registration A/C No.(Attach latest copy of premium paid)	
20)	Details of Workman's Compensation Insurance (Attach latest copy of premium paid)	
21)	Whether your firm is a <b>registered MSME</b> , please furnish Udhog Aadhar/ Udhyaam Registration details- Attach copy of the same duly certified by your CA.	

22)	Name of Banker(s) and address(es)-Please attach a certificate from your Bankers about your financial status and credit facility available to you			
23)	Year wise turnover for last 03 <b>financial years.</b> ( Please attach copy of audited B/sheet & P/L A/c statement)	<b>Financial Year(FY)</b>	<b>Turnover</b>	<b>Turnover with SCI alone,(if applicable)</b>
		FY 2022-23		
		FY 2021-22		
		FY 2020-21		
		FY 2019-20	Fill only if FY 2022-23 details not available	Fill only if FY 2022-23 details not available
24)	Income Tax Permanent Account No. (PAN)- Attach copy of PAN & IT Returns for last 03 financial years			
25)	GST Registration Number (GSTIN)- Attach copy			
26)	Any other Sales Tax/VAT/Service Tax registration details- if applicable			
27)	Details of ISO 9001:2015 Certificate- Attach copy of the same	Cert.No. Scope of the certificate: Valid Till:		
28)	Whether holding Dock Permit, if so, Dock Permit No. & Date (Please attach photocopy)	Permit No: Valid till:		
29)	Whether holding Customs machinery / repair pass and if so, customs machinery pass No. and date. (Please attach photocopy)	Pass No: Valid till:		
30)	Name of manufacturers of spares for which authorized agency or dealership held, if any. Please attach details/authorization letters			
31)	Whether you are authorized repairers / services for any OEM- Name of OEMs- Attach details/Authorization Letters			
32)	Attach a list of shipping companies, -you are carrying out repairs on their ships and type of Repair Work undertaken by your company			
33)	Please attach the summary of major repairs carried out with the name of ships, company and period			
34)	Attach a list of shipping companies, -you are supplying spare parts			



35)	Whether familiar with rules/requirement under Indian Merchant Shipping Act?	
36)	Whether familiar with rules/requirements of Directorate General Shipping related to your range of services.	
37)	Whether your company / workshop is registered as SRU with DGS Or Do you have any valid <b>workstation approval from DG Shipping</b> for ship repair activities/personnel under the scope of this tender- attach copy	
38)	Details of any <b>approval from reputed classification society/IRS</b> for ship repair activities/personnel – attach copy	
39)	Whether you hold permit to work in port drydock from Port Trust, if applicable.	Permit No. & Validity :
40)	Whether your billing / invoicing is computerized.	
41)	Whether your company has been disqualified by SCI / any Office / Department /Undertaking of the State / Central Government of India, at any time- If yes furnish details	Details of tender: Name of Organisation: Year: Reason for disqualification:
42)	Have you ever been blacklisted/Banned/De-listed by any PSU/Govt.Body at any time- if yes furnish details	Name of Organisation: Period of blacklisting(dates): Reason for blacklisting:
44)	Details of Remittance Tender Fee, if applicable	UTR/Transaction Ref.No: Amount(INR): Date: Bank:
45)	Details of remittance of EMD, if applicable	UTR/Transaction Ref.No: Amount(INR): Date: Bank:

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

*I / We hereby further certify that to the best of my / our knowledge*

*the above information are true and correct.*

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

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

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

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

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

Rubber Stamp:

### **Form of Particulars – Form B**

NO.	PARTICULARS	DETAILS
1)	Name of the Workshop/Firm	
1.1)	SCI Vendor Code of your compny	
2)	Registered Postal Address of the Workshop(s)	
3)	Landline Telephone(s)	
4)	Mobile Number(s)	
5)	Fax Number(s)	
6)	Email Address & Web Address	
7)	Whether place of workshop(s) is owned by you or on lease or rented (Please attach photocopy of proof document)	
8)	Total Area (Sq. m)	
9)	Enclosed Area(Sq.m)	
10)	Open Area (Sq.m)	
11)	Store Area(Sq.m)	
12)	Distance in KM from Docks by road.	
13)	Person In-Charge of workshop	
14)	Telephone No. Office / Resi.	
15)	Mobile No.	
16)	E-mail No.	
16.1)	Please state number of personnel on your permanent pay roll.	
18)	No. of supervisors/their qualification / years of experience (Please attach list)	
19)	No. of permanent 'skilled' technicians in	
20)	Welders	

	No. of permanent 'unskilled' workmen			
	Any Others			
17)	Please confirm whether your workshop is complying with Labour Act. & paying to workmen as per Minimum Wage Act.			
18)	Maximum & Minimum Basic Wages of workmen per day (in INR)	<b>Labour Type</b>	<b>Max.Basic Wages(INR/day)</b>	<b>Min.Basic Wages(INR/day)</b>
		Engineers		
		Supervisor/Technician		
		Skilled Worker		
		Unskilled Worker		
20)	<b><u>Machinery and Equipment</u></b>			
20.1)	Attach a List of important machinery / equipment fitted. With make/model/year & specifications			
	Attach a List of specialized tools / handling equipment.			
	Attach Inventory of essential spares/stores maintained & Approx. cost in Rs.	Approx. Cost of inventory in Rs.:		
	Attach details of own transport vehicles			
	Whether your workshop works on one/two/three shifts per day. Please give details of working hours.			
	Weather services are available 7 days a week			
	Attach Details of Specialized works done by your workshop, if any			
	Names of your sister concerns if any and their activities.			
	Name of your sub-contractors and nature of works being done by them.			
	Number of workers presently available with who have following certificates -Personal Survival Techniques Certificate  -Elementary First Aid Certificate  -Fire Prevention & Fire Fighting Certificate			

	Whether workshop has ISO Certification – Attach copy	Cert.No: Valid Till: Scope of certificate:
21)	Whether your company / workshop is registered under MSME/NSIC – Attach copy of registration duly certified by your CA.	Udhyog Aadhar/Udhyam Registration No:

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

*I / We hereby further certify that to the best of my / our knowledge*

*the above information are true and correct.*

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

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

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

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

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

Rubber Stamp:

## **PART – I**

### **SECTION – VI**

*[Note: Signing of Integrity Pact is required only for contract value INR 1 Cr and above ( ie., for ship repair tariff contracts having 'annual' value mentioned as INR 50Lac & Above-Please check tender details for applicability)]*

#### **INTEGRITY PACT DOCUMENT**

##### **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. 34 to 39)

## **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 – VII**

**BANNING GUIDELINES DOCUMENT**

**Policy and Guidelines for Removal / Suspension / Banning of Entities**

**1.0 Introduction.**

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

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

Since banning of business dealings involves civil consequences for an Entity concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. Accordingly, during the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable for poor performance or any inadvertent or unintentional lapse on part of the party.

The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct in the tendering process or in the execution of contracts awarded / orders issued to them.

**2.0 Scope:**

**2.1** SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.

**2.2** The guiding principles and processes for

**(i)** Removal of an Entity from the list of approved suppliers / contractors

**(ii)** Suspension and

**(iii)** Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.

**2.3** These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.

**2.4** It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.

**2.5** Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

**3.0 Definitions:**

In these Guidelines, unless the context otherwise requires:-

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

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

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

If the Management is common,

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

'Competent Authority' and 'Appellate Authority' shall mean the following:

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

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

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

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

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

'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".

List of 'Approved Entities' – shall mean and include list of approved Parties / Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents', if registered / contracted with SCI.

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

- 4.1 If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10 Established litigant nature of the Entity to derive undue benefit;
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 Continued poor performance of the Agency in several contracts.

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

**5.0 Initiation of Banning / Suspension:**

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

Director (Finance) and Director of the concerned Operating Division. C&MD would be the Appellate Authority.

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

**6.1** If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.

**6.2** The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.

**6.3** The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.

**6.4** The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6.5** The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.

**6.6** As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

**6.7** If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.

**6.8** It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

**7.0 Banning of Business Dealings:**

**7.1** A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.

**7.2** There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:

(i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.

(ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.

(iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.

(iv) To submit recommendations to the Competent Authority for banning or otherwise.

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

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

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

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

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

**9.0 Show-cause Notice:**

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

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

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

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

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

c. For banning business dealings with the Entity.

**9.4** The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

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

**10.1** The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

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

**11.0 Review of the Decision by the Competent Authority**

Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

**12.0 Circulation of the names of Entities with whom Business Dealings have been banned:**

**12.1** The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.

**12.2** Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.

**12.3** If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.

**12.4** If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

**13.0 These guidelines will form part of the Tender document.**

**PART – I**

**SECTION – VIII**

**CHECKLIST OF DOCUMENTS TO BE UPLOADED/SUBMITTED WITH TENDER TECHNICAL OFFER**

*(Digitally signed documents should be LEGIBLY SCANNED & uploaded under 'Technical RFx' response folders.*

*Maximum size of each file should be below 10Mb. Please DO NOT upload any technical-bid documents under 'Attachment' Tab)*

SI.No	CHECKLIST OF ITEMS	YES/ NO	DETAILS/FILE'S GIVEN NAME	To be Uploaded in the cFolder:
1	COVERING LETTER, COMPANY PROFILE & ORGANOGRAM- SINGLE FILE		File given Name:	INDEX
2	COMPLETE SET OF TENDER DOCUMENT DULY FILLED, SIGNED & STAMPED IN EACH PAGE (INCLUDING , ALL SECTIONS,ANNEXES, IP,BANNING GUIDELINES- AS APPLIACBLE)  PLEASE ENSURE RATES ARE NOT MENTIONED/UPLOADED ANYWHERE IN THE TECHNICAL BID		File given Name:	TENDER DOCS
3.1	COPY OF ELECTRONIC REMITTANCE OF TENDER FEES		UTR No:  Amount:  Date:  Bank:	TENDER FEE
3.2	COPY OF ELECTRONIC REMITTANCE OF EMD		UTR No:  Amount :  Date:  Bank:	
4	COPY OF ISO 9001:2015 CERTIFICATE		File given Name:  Cert.No:  Valid Till:	CERTIFICATE S



5	VALID <b>DG SHIPPING/MMD/CLASS APPROVAL/DGFASLI</b> FOR WORKSTATION/PERSONNEL/MATERIALS  (IF APPLICABLE)-  SINGLE FILE TO BE UPLOADED < 10Mb		File Name:  Details of certificates uploaded:  1.  2.  3.	CERTIFICATE S
6	WORKDONE CERTIFICATES/DELIVERY CHELLANS ETC ENDORSED BY SHIP STAFF AS A PROOF OF MINIMUM 02 YEARS EXPERIENCE DURING LAST 05 YEARS- [MAXIMUM 05 FILES EACH <10Mb SIZE]		WORKDONE DURING 2020-21	CERTIFICATE S
			WORKDONE DURING 2019-20	
			WORKDONE DURING 2018-19	
			WORKDONE DURING 2017-18	
			WORKDONE DURING 2016-17	
7	DETIALS OF REGISTRATION WITH LOCAL MUNICIPAL AUTHORITY/TRADE LICENCE ETC- SINGLE FILE <10Mb		File given name:  Reg./Licence No:	CERTIFICATE S
8	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)		File given name:	CERTIFICATE S
9	MSME/NSIC REGISTRATION DETAILS,IF APPLIACBLE – DULY CERTIFIED BY YOUR CA REGARDING ITS VALIDITY AS ON THE END OF LAST FINANCIAL YEAR		File given name:  Udhyog aadhar/udhyam reg.No:	CERTIFICATE S
10	PROOF OF OWNERSHIP/RENT/LEASE AGREEMENT OF YOUR PREMISES & COPY LATEST ELECTRICITY BILL – SINGLE FILE < 10 MB		File given Name:	CERTIFICATE
11	E.P.F A/C DETAILS WITH NOMINATION FROM PROVIENT FUND COMMISIONER & COPY OF LATEST CONTRIBUTION MADE- SINGLE FILE < 10 Mb (IF APPLIACABLE)		File given Name:	CERTIFICATE
12	REGISTRATION DETAILS UNDER E.S.I SCHEME & COPY OF LATEST CONTRIBUTION MADE- SINGLE FILE<10Mb (IF APPLIACBLE)		File given Name:	CERTIFICATE
13	COPY OF WORKER'S COMPENSATION INSURANCE COVER & DETAILS , IF ANY		File given Name:	CERTIFICATE
	DETAILS OF REGISTRATION/LICENCE FROM LABOUR COMMISIONER,IF ANY		File given Name:	CERTIFICATE

14	COPY OF <b>PAN CARD</b> + AUDITED <b>FINANCIAL STATEMENTS</b> ( B/SHEETS & P/L A/c) + <b>IT RETURNS</b> FOR THE LAST 03 FINANCIAL YEARS  MAXIMUM UPTO 03 FILES < 10Mb EACH		FOR FY ENDED 31 <sup>ST</sup> MAR 2021	CERTIFICATE
			FOR FY ENDED 31 <sup>ST</sup> MAR 2020	
			FOR FY ENDED 31 <sup>ST</sup> MAR 2019	
			FOR FY ENDED 31 <sup>ST</sup> MAR 2018	
15	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY, ISSUED WITH IN THE LAST 06 MONTHS		File given name:  Name of bank:	CERTIFICATE
16	GST REGISTRATION CERTIFICATES		File given Name:  GSTIN:	CERTIFICATE
17	A LIST OF EMPOLYEEES IN YOUR PAY ROLL FOR SHIP BOARD REPAIR WORKS WITH NAME, DESIGNATION, QUALIFICATION, YEARS OF EXPERIENCE ETC.		File given Name:	CERTIFICATE
18	A LIST OF MACHINERY, EQUIPMENTS, TOOLS WITH DETAILS OF MAKE/MODEL & SPECIFICATIONS.		File given Name:	CERTIFICATE
19	A LIST OF VALID AUTHORIZATION FROM ANY OEMs FOR SERVICING OF THEIR EQUIPMENTS/SUPPLY OF SPARES/PERSONELS ETC RELEVANT TO THE SHIP REPAIR ACTIVITIES UNDER THE SCOPE OF THIS TENDER -ALONG WITH AUTHORIZATION LETTERS, IF ANY.		File given Name:	CERTIFICATE
20	A LIST OF SHIPPING COMPANIES YOU ARE ASSOCIATED WITH & DATAILS OF SOME MAJOR REPAIR ACTIVITIES CARRIED OUT-WITH NAME OF SHIPPING COMPANY, NAME OF VESSEL, BRIEF DESCRIPTION OF REPAIR & DATE/DURATION OF REPAIR –  SINGLE FILE < 10Mb		File given Name:	CERTIFICATE
21	VALID DOCK ENTRY PERMIT/PASSES AT BASE PORT LOCATION		File(s)- given Name:	CERTIFICATE
21	ANY OTHER DOCUMENTS AS PER THE FORM OF PARTICULARS (FORM-A & B), EVALUATION CRITERIA (Part-III) etc.  OR , ANY UNDERTAKINGS, DECLARATIONS & OTHER DOCUMENTS RELEVANT TO THE SCOPE OF THS TENDER (Max.<10Mb each).		File(s)- given Name:  1.  2.  3.  4.	OTHERS

**PART-I**  
**ANNEX-A**

**1. BID SECURITY DECLARATION**

To

The DGM I/C (Technical Services-Fleet)

The Shipping Corporation of India Ltd.

Shipping House, Mumbai-400 021

**Ref: Tender RFX No:** \_\_\_\_\_

We \_\_\_\_\_ (Name of the bidder) hereby irrevocably declare and accept that if we withdraw or modify the Bid during the period of validity or if we are awarded the Contract and we fail to sign the contract, or we fail to submit a performance security, we will be suspended from bidding for any contracts with the Shipping Corporation of India Ltd (SCI) for a period of two (02) years effective from date as decided by the Corporation, even without conducting any enquiry.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Place:

Date:

Organization's Seal

**PART-I**

**ANNEX-A (Contnd..)**

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

(On a non-judicial 100 Rs. stamp paper, if bidder opts to submit EMD in the form of Bank Guarantee)

To,

The DGM I/C (Technical Services-Fleet),

The Shipping Corporation of India Ltd., Shipping House, Mumbai-400 021

**RFx No:** \_\_\_\_\_

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. six 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 Rs. \_\_\_\_\_ 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:

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.

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.

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.

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.

Capitalised terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

\*\*\*\*\*

**PART-I**

**ANNEX-B**

**PRO-FORMA BANK GUARANTEE**  
**IN-LIEU OF SECURITY DEPOSIT/ "PERFORMANCE GUARANTEE BOND"**

THIS DEED OF GUARNATEE made on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_ \_\_\_\_ 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 clause \_\_\_\_\_ of the said contract the Contractor is desirous of furnishing a Bank Guarantee in the sum of Rs. \_\_\_\_\_ 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 Rs. \_\_\_\_\_.

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 Rs. \_\_\_\_\_.

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 Rs. \_\_\_\_\_ 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 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and the Guarantee shall remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 201\_ 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

**PART-I**

**ANNEX-C**

**UNDERTAKING REGARDING THE COMPLIANCE OF GST REGULATION**

We \_\_\_\_\_ (Name of bidder) hereby confirm that our offer is accompanied with a copy of valid GST Registration Certificate under the GST legislation of India bearing No: \_\_\_\_\_.

We undertake that we will comply with the GST regulations as issued and as may be issued by the Government of India or SCI from time to time.

AND

That we are fully aware that it is mandatory to pass on the benefit to SCI due to any reduction in rate of tax or from Input Tax Credit as an Anti-profiteering measure under GST Laws.

That if it is established in future that there was any failure in passing of benefit on account of Anti-profiteering measure under GST Laws then the same can be recovered by SCI.

Signature:

Name & designation of the authorized person signing this undertaking:

Place:

Date:

Organization's Seal

**Part-I**

**Annex-D**

**ISPS UNDERTAKING**

We \_\_\_\_\_ ( Name of the bidder) hereby declare that police verification has been/will be carried out for the persons employed by us who are engaged in connection with ship related activities. Person from our firm visiting ships shall carry a photo identity card issued by our company and shall reveal his identity to ship's staff when demanded. Stores, equipment and material being carried on board by us shall be subject to checks by the ship before allowed on board.

We shall abide by / comply with all Port Regulations

and

We will ensure that men, material and stores being placed by us on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by the SCI.

Signature:

Name & designation of the authorized person signing this undertaking:

Place:

Date:

Organization's Seal



**PART-I**

**ANNEX-E**

**UNDERTAKING REGARDING BANNING/BLACK-LISTING/DE-LISTING**

I/We 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

*(Name(s) of Proprietor/Directors/Partners)*

being Proprietors /Directors / Partners of M/s \_\_\_\_\_  
(name of the workshop/company) hereby declare as below:

1. That we have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs.

**OR**

2. That we have been blacklisted or banned or de-listed by Government or quasi Government agencies or PSUs in the past; details of which is furnished below:

S.No	Name of the Govt.body / Organisation	Period of Ban		Brief description/Reason for Balck-listing/Banning/De-listing
		From	To	
1				
2				
3				

*[strike-off parts not applicable]*

Name, Designation & Signature(s) of the authorized person signing this undertaking:

1. \_\_\_\_\_

Sign:

2. \_\_\_\_\_

Sign:

3. \_\_\_\_\_

Sign:

4. \_\_\_\_\_

Sign:

Place:

Date:

Organization's Seal



***The Shipping Corporation of India Ltd***

**TECHNICAL SERVICES-FLEET DEPARTMENT**

**TENDER DOCUMENT-PART-II**

**PRICE OFFER FORMAT (WORK-FORMAT WITH SAP SERVICE CODES)**

**FOR INFORMATION AND REFERENCE**

**ENCLOSED AS SEPARATE FILE WHICH SHALL FORM THE PART-II OF THIS  
TENDER DOCUMENT**

Available for viewing & downloading at

<https://etender.sci.co.in> under Technical RFx > Folders > Public > Technical Docs

**Note:**

WORKSHOPS TO QUOTE PRICES UNDER 'ITEMS' TAB IN THE E-TENDERING PORTAL ITSELF.  
[RATES SHALL NOT BE MENTIONED ANYWHERE IN THE TECHNICAL BID]

Price Bids to be filled as per item details mentioned in this work-format available in this part of the tender document (Part-II). Each tender activity is being detailed against respective SAP service code and should be quoted accordingly.