



The Shipping Corporation of India Ltd.  
Purchase and Services Division

TENDER REF. NO.:	CFS_MUNDRA_2021
TENDER TITLE:	E-Tender For CFS arrangement at Mundra
DUE DATE & TIME	<u>24/02/2021, 12:00 HOURS (IST)</u>

**E-Tender For CFS Arrangement at Mundra**

**GENERAL INFORMATION**

- I. E-Tenders are invited by The Shipping Corporation of India Ltd; Mumbai (hereinafter referred to as “the Corporation) for **CFS Arrangement at Mundra**
- II. Tender quotations should be strictly on the basis of “**ALL INCLUSIVE REBATES / RATES**” in respect of items indicated in the Annex. “B” excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.
- (a) **DUE DATE**: Tenderer to submit their responses/bids before the submission Due Date and time i.e. **before 1200 hrs on 24/02/2021**. 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.
- (b) Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted.

**III. BROAD INSTRUCTIONS FOR FILLING THE QUOTATION**

The Tender response/ bids for subject tender (**RFx: 9000030546**) has to be uploaded in two parts:

- (i) Part I (Technical Offer) is available as in Technical RFx > Folder > Public > Technical Docs.–  
**Part I (Technical Offer) includes –**  
- **CFS\_MUNDRA\_2021** (Page 1 to 8)  
- **Annex –‘A’** (Page 9)
- (ii) Price Bid (Part II) for submission of quotation is available in “Notes and Attachments” tab (to be uploaded in system itself in Attachments Tab).  
**Part II (Price Offer) includes- Annex. ‘B’**

- (3.1) **Tenderer should ensure that before scanning and uploading, all the pages of the Part I - i.e. CFS\_MUNDRA\_2021 and Annex. A is stamped and signed.**
- (3.2) Tenderers are required to download “Technical Offer” (CFS\_Mundra\_2021) and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each pages and then scan the file.

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

Create RfX Response > Technical RfX response >

- 1) Index – (upload cover letter, if any)
- 2) Tender Docs – (Technical Offer i.e. CFS\_Mundra\_2021)

Once the Agreement is signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature procured from the licensed CA only. The bidder can scan the Technical Offer (Part - I) and all other documents as single file or separate individual files, in which case each individual scanned file should be digitally signed before uploading. The digitally signed (.sig) files may then be uploaded at respective folders as mentioned above. **due date 24/02/2021 (1200 Hrs).**

All the rates/ quotations/ bids to be filled as per Annex.-‘B’ which is available under ‘NOTES and ATTACHMENTS’ tab in the system itself. Price Bids to be filled as per item details mentioned in **Annexure-B**. Pls attach commercial / price bid in “Attachments” tab only. If you attach your commercial / price bid in Technical RfX Response, your bid will be liable to be rejected or disqualified.

- (3.3) 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
- Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid**

**Estimated Indicative Volume :** Estimated/Indicative total volume at Mundra which would be distributed to more than one CFS are given in the ‘Annexure-B’ and bidders are requested to quote after going through the evaluation criteria mentioned hereunder.

*Bidders must quote rebates & rates in ‘Annexure-B’ keeping in mind that in a specific and continuous period of time during the arrangement term of reference of one year depending on trade pattern/situation, they may have to handle the entire estimated volume both laden and empties alone as per the discretion of the Corporation (SCI).*

**Rates :** Rates quoted should be basic charges and same should be exclusive of GST.

**IV. EVALUATION CRITERIA:**

*Technical Offer:*

First the technical offers will be opened and evaluated basis information provided herein. Upon successful scrutiny of information furnished in Part – I (Technical offer), Price Offer as in Annex,- B will be opened at a later date. All participants will be informed about the opening dates of Part I and Part II as and when approved by SCI Management.

*Price Offer (Annex. B)*

Rebates and charges quoted by CFS in “Annexure-B” would be multiplied by indicated annual volume stated in “Annexure-B” to arrive at the best offer (L1) on the basis of minimum outgo to SCI on sr/no 2, 3 & 5 after deducting sr/no 1 and thereafter the rebates as well as rates offered by L1 would be offered to L2, L3 and so on enable SCI to engage more than one CFS for the comprehensive CFS activity at Mundra as well as having uniform rates and rebates amongst all the CFS with whom SCI wish to establish arrangement at Mundra. The en-block laden and empties would be equitably distributed by SCI without commitment during the period of the arrangement subject to L2/L3 matches with commercial terms offered by L1.

**V. DEFINITIONS:**

“FCL” means Full container load wherein the whole cargo contained in the container belong to a particular customer/importer.

“LCL” means Less than Container Load wherein part of the imported cargo contained in the container belong to a particular customer/importer.

“De-stuffing” means segregation of the cargo, whether FCL or LCL, for the purpose of delivery to the importer/his authorized representative.

“IGM” means import general manifest.

“CHA” means duly approved Customs House Agent.

“TEU” means Twenty Foot Equivalent units.

‘SMTP’ or Sub Manifest Transshipment permit refers to those import containers which once moved to the CFS Terminal are subsequently moved to inland container Terminals.

“Ground Slot” means the area required /demarcated for stacking one TEU.

Words and expressions used and not defined herein above but defined in the Customs Act, 1962 or any other Act, for the time being in force shall have the same meaning under this Agreement.

**VI. SERVICES:**

1. It is hereby agreed by and between the parties that ..... shall make provision for adequate space/ground slots to handle approximately 700 TEUs of import laden & empty volume through SCI Vessels.
2. All import laden containers of SCI entrusted for storage by SCI shall be stored by ..... in dedicated area in CFS, & shall remain within the possession and control of .....
3. To enable ..... to store such import laden containers unloaded/received at .....port on ..... exclusively, save and except one service which is presently being and would continue to be handled by a third party CFS operator, till such time that SCI intimates otherwise.
4. SCI will arrange to deliver the IGM Advance list of import containers to ..... at least 2 days in advance of berthing of the vessels at the dock at Mundra port to enable ..... to arrange timely and easy movement of containers after discharge from the vessel(s).
5. Unless agreed otherwise SCI shall inform the Port Authorities at least 5 days in advance of berthing of the vessel at the dock at Mundra port for en-bloc movement.
6. Upon unloading of containers at the port of berthing,..... Shall arrange to move all the containers mentioned in the IGM/Advance list/scanning List or discharge of the containers from the vessel whichever is later, within free days allowed at respective port terminal (72 hours).
7. In the event that ..... fails to move the containers within that time (72 hours), ..... will reimburse the port ground charges to SCI, subject to certain exceptional circumstances as mentioned in clause 8 hereinafter.
8. Accordingly ..... will not be responsible for delay in movement of containers due to or arising out of :
  - i. Improper filing of IGM/Advance List
  - ii. Containers found in damaged condition upon unloading at the port
  - iii. Containers found without the custom/agent seal at the port, in which case ..... will promptly-notify the importer/CHA of details of such container numbers
  - iv. Machinery/system failure within the port premises.
  - v. Force Majeure---strike,flood,earthquake,riot impending the movement within the coverage of force Majeure Clause. Further, in case of any payments made to port towards ground rent, same will be reimbursed to SCI by .....
  - vi. the port authorities refuse to deliver containers due to non-payment of port charges by the customer/importer/CHA
9. Costs in respect of all containers brought into the CFS Terminal for storage and pertaining to the following shall be paid for by ..... as per contract between ..... and its vendors:-

- i. Transportation of loaded containers from port to CFS Terminal, storage of containers, loading and unloading of cargo, De-stuffing of LCL and FCL containers, etc.
  - ii. Importers/CHAs wishing to take delivery of FCL containers for movement to their warehouse/premises.
  - iii. Transportation of empty containers after de-stuffing to SCI's nominated yard / other CFS or vice versa within 15 Kms radius from the CFS .
10. .... shall invoice the CHA/ Importer for all charges in respect of movement, storage, de-stuffing, delivery etc, recoverable from the Importer/CHA for import boxes prior to effecting delivery at .....’s standard tariff rates and all charges will be recovered directly from the consignees.
  11. .... will regularly forward the gate in and out reports and destuffing survey reports to the nominated persons.
  12. .... shall invoice all customers as per its standard tariff ,a copy of which is made available to SCI. Should ..... decide to make any changes in its tariff structure, the same shall be intimated to SCI in advance.
  13. Should an Importer or CHA not take delivery of a consignment within 30 days from the arrival date of container, action shall be initiated by ..... in line with section 48 of the Customs Act.
  14. .... will de-stuff ( the cargo which can be de-stuffed)/auction the longstanding containers abandoned by consignee (not under hold by Customs/Other Intelligence Agency)within 60 days and release to SCI the empty containers after de-stuffing. The de-stuffing of cargo will depend on the cargo nature and availability of space in our warehouse for safe storage. In any case, even when the containers are not de-stuffed within the 60 days, ..... will not charge SCI any ground rent towards long standing containers and will release them to SCI immediately after de-stuffing without charge. In case of destruction of cargo ,the same will be arranged by ..... at their cost to arrange prompt release of boxes to SCI. Nevertheless, SCI will have its sole discretion to decide regarding sharing a portion of the destruction cost borne by ..... for releasing SCI's containers from case to case basis.
  15. All costs incurred in respect of transportation, handling, de-stuffing, stuffing etc.(as detailed in para 9 above) shall be defrayed by ..... through its vendors as per contracted rates with them.
  16. With effect from ... .....2021 shall guarantee a minimum payment as agreed per TEU towards service fees for all boxes received in the CFS irrespective of whether the boxes are received from SCI's en-block movement or by any third party nominated movement. Further, service tax will be levied as applicable. [Refer annexure-B].
  17. The parties agree that the terms of this agreement and all information shared inter se the parties shall be deemed confidential and shall not be shared or disclosed to any person either during the pendency of the agreement or thereafter without the written consent of the other party.
  18. .... will offer SCI free storage of empty containers which in turn would mean that ..... will store empties free of cost in their CFS .

19. .... will offer SCI transportation of empty containers from Port to their CFS/SCI's nominated Depot at a cost as per annexure-B. .... will offer SCI transportation of empty containers from their CFS/SCI's nominated Depot to Port/Other Yard at a cost as per annexure-B. This would include those empties which are rendered empty post de-stuffing of the containers in their CFS and also, those empties which would be returned back to their CFS/SCI's nominated Depot post factory de-stuffing. In the event that ..... fails to move the empty containers from port within free days (72 hours), .....will reimburse the port ground charges to SCI at actual.
20. .... will offer repair facility for empty containers stored in their CFS or would allow one or more SCI's nominated repairer to do the repairing at their facility. However water, electricity or any other consumables if consumed by the nominated repairer will be as per CFS tariff.  
CFS has to arrange placement of empty containers for repairs on FIFO basis for which daily movement report with dwell time for each container to be mentioned in the report. Under any circumstances if any empties are not placed for repairs for more than 30 days even after pre repair survey of SCI's contracted surveyor or as per the request of the SCI's nominated repairer / SCI's agents; SCI reserves the right to recover per diem rental at actual required to be paid to leasing companies.
21. .... will offer immediate exchange of damaged container which would be brought to them by SCI's client's/forwarder's transporter(s) with bond valid available/ready to use containers certified by SCI's contracted surveyor without any lift-on/lift-off charges to the transporter(s) of SCI's client's/forwarder's/shipper's.
22. The word 'container' wherever appeared as above in 'Services' would mean either a twenty feet equivalent unit (TEU) or a forty feet equivalent unit (FEU) as the case may be for all purposes of allocation of laden units and also with respect to empty storage and transportation. The calculation would be in TEUs for allocation/job order of import laden units as well as transportation/storage of empty units wherein one(1)FEU would be equivalent to two(2)TEUs.

### 23. CONFIDENTIALITY

The recipient shall

- i) maintain and keep secret and confidential the confidential information
- ii) use the confidential information only for the said business purpose and should not use it as a reference/tool for any other client , or for any other business.
- iii) Safeguard the confidential information with the same degree of care to avoid unauthorized disclosure as the recipient uses to protect its own confidential information but in no case less than reasonable care.

Notwithstanding anything herein to contrary, in the event that the either is required by law to disclosure any confidential information, the party will be permitted to make any such

disclosure as are required or requested. The party will notify the other party of any requests for such disclosure and cooperate in all reasonable respect with the other the extent that the party deems fit in order to preserve confidentiality of such confidential information but only to extent consistent with applicable law and only if permitted to do so by the requesting authority.

#### **24. ARBITRATION**

In the event of any dispute or difference that may arise between the parties relating to this agreement , if the same cannot be amicably resolved ,the same shall be settled by arbitration in Mumbai in accordance with and subject to the provisions of the Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof in force.

#### **25. VALIDITY**

- A. This agreement shall be operative as from 1st March 2021 and shall remain in force and effect for a period of one [1] year unless agreed otherwise by the parties.
- B. If any breach or failure by either party to perform any term or condition of this agreement continues un-remedied or un-corrected for a period of thirty[30] calendar days after issue of a written notice by the other party specifying such breach and requiring it to be remedied , the non-defaulting party shall have the right/option to terminate this agreement forthwith.
- C. Either party may terminate this agreement without assigning any reason by giving 90 days prior written notice to the other party.
- D. Failure of any party to enforce any of the provision of this agreement or to exercise any right with respect thereto shall in no way be considered as a waiver of such provisions or right or in any way affect the validity of this agreement. Consequently the failure of any party to enforce any of the said provisions or right shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights, which the party might have under this agreement.
- E. Issue of any such notice pursuant of this clause shall no affect, obligation already created on the parties as a result of transaction completed prior to the said notice.

#### **26. FORCE MAJEURE**

- 26.1 The failure or omission to carry out or to observe any of the terms, provisions or conditions of this AGREEMENT during the continuance of an event of force majeure as hereinafter defined, or its effects, shall not be give rise to any claim made by ..... and SCI, against each ther or be deemed to be a breach of this AGREEMENT, if the same is caused by or arises out of force majeure.
- 26.2 Any event will be construed as not within control of the party whose performance under this AGREEMENT , is affected thereby under the term "force majeure" as used in this AGREEMENT , shall include the following
  - i. War, hostilities, act of public enemy or of belligerents, sabotage, blockade, revolution, insurrection, riot or disorder , exploration ,

requisition, confiscation or nationalization, embargoes on export or import restrictions; interference by civil or military authorities, whether legal or de-facto and whether purporting to act under some constitution, decree, law or otherwise;

- ii. Acts of God, fire, frost, earthquake, storm, lightning, tide, tidal wave, floods, or perils of the sea;
- iii. Epidemic, quarantine, strike or stopover of work by combination of workmen, lockout or other labour disturbances, explosion, accident by fire or otherwise to hub, container yard, storage facilities, installations, machinery or to transportation or distribution facilities or equipment; rationing or allocation whether imposed by law, decree or regulation, or by cooperation of industry at the insistence or request of any governmental authority of person purporting to act therefore or any other event, whether or not of the same class or kind as those above set forth. It is expressly agreed that this clause shall not deprive the parties of any rights or remedies or otherwise, as available under the laws of the country in respect of expropriation, requisition, confiscation or nationalization or under any law, regulation or action restricting the convertibility of currency.

**27. Lien**

.....shall not have and expressly waives any lien, security interest or encumbrance on any SCI's asset / container equipment tendered by SCI or SCI's agent thereunder. The ..... is only a bailee and shall not have any claim or right over SCI's goods and assets.

28. This agreement supersedes all previous agreements between the parties on the matter in question. Nothing contained in this agreement shall operate contrary to any law for the time being in force

29. The parties agree that they shall by mutual agreement extend the scope of this agreement to other locations where the parties have operations or intend to operate upon the same terms or terms separately agreed upon by and between the parties.

**VII. Designation and contact details of persons for this tender are:**

GM (CS&M),  
The Shipping Corporation of India Ltd.,  
"Shipping House", 14th Floor,  
245, Madame Cama Road,  
Mumbai – 400 021. INDIA.



**Annex. A**

1. Name of the company / firm / CFS  
.....
2. Whether Proprietary / Partnership / Limited Company and year of constitution  
.....  
.....
3. Name of Proprietor / Partners / Directors (as case may be.  
.....  
.....  
.....  
.....
4. Whether your company / firm is agent to any Shipping Lines / carriers.  
.....  
.....
5. In case of subsidiary, name of the parent group company  
.....
6. Whether parent company owns/ controls any VOCCs / NVOCCs / MLOs and having any business relationship with your CFS / firm.  
.....  
.....
7. The distance between your CFS and Mundra Port.  
.....
8. Total Land area under your CFS.  
.....
9. Container handling equipments with make and model employed in your CFS. Please provide details:  
.....  
.....  
.....
10. No. of repair bays, capacity of these bays and infrastructure/facilities provided In your CFS repair bay(s),  
.....  
.....  
.....
11. No. of trailers (20' and 40'), also confirm if these are owned or leased.  
.....  
.....  
.....