



**The Shipping Corporation of India Ltd.**  
**Commercial Division, SCI-Kolkata**

TENDER RFX No:	<b>9000038399</b>
TENDER REF. NO.:	SCI/KOL/SURVEY/2022
TENDER TITLE:	E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS
DUE DATE & TIME	<b>07-11-2022</b>
TENDER FEE	INR 500 /- (FIVE HUNDRED ONLY) + GST@18%
EARNEST MONEY DEPOSIT (EMD)	<u>AS PER CLAUSE (6.0), PART-I, SECTION-III ON PAGE 11</u>
PRE-BID MEETING	<b>20-10-2022</b>

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**PART - I**

**SECTION – I**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**GENERAL INFORMATION**

- (1.0)** E-Tenders are invited by The Shipping Corporation of India Ltd., Kolkata (hereinafter referred to as “the Corporation”) for **Survey & Supervision Of Containers / Containerized & Breakbulk Cargo At Kolkata / Haldia And Associated CFS / ICDS.**

**The Tenderer should have at least two (2) years relevant experience in the last five years from date of publishing of tender in the said business.**

- (2.0)** The digitally signed tender is available on our E-Tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender. If you are an existing vendor with SCI (i.e., 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. Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical/ price bid opening of tender and various other communications about the tender.

- (2.1)** 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.

- (3.0)** Tender Fees: Tender fees in the form of electronic remittance of INR 500/- (Total Rupees Five hundred only) plus GST @ 18%, to the Bank Account details as given in Section VI, should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted. Tender Fee is non-refundable.

- (3.1)** **DUE DATE:** Tenderer to submit their responses/bids before the submission due date and time i.e. before 07-11-2022. 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.

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

- (3.2)** 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.

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

The Tender response/ bids for subject tender (RFx: 9000038399) has to be uploaded in two parts:.

**(4.1) The Tender Forms are issued in two parts:**

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

- SECTION – I: GENERAL INFORMATION**
- SECTION – II: ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)**
- SECTION – III: GENERAL TERMS AND CONDITIONS**
- SECTION – IV: FORM OF PARTICULARS**
- SECTION – V: SCOPE OF WORK**
- SECTION – VI: DUTIES & RESPONSIBILITIES**
- SECTION – VII: BANNING GUIDELINES**
- SECTION – VIII: PRO-FORMA BANK GUARANTEE FORMAT**
- SECTION – IX: LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL OFFER**
- SECTION – X: BANK DETAILS FOR ECS**
- SECTION – XI: GUIDELINES FOR PARTICIPANTS FROM NEIGHBOURING NATIONS**
- SECTION – XII: DECLARATION CERTIFICATE**

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

In addition to the above, parties participating have to submit tender fee as applicable along with any supporting documents, proof of experience, certificates and financial documents etc., as required by the eligibility criteria.

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

**Part: II-A: Handling & Transportation of Containers**

Part II (Price Offer format) of the tender document for submission of quotation is available for downloading under 'Notes and Attachments' tab. This is to be downloaded first and price(s) to be filled. Duly filled price offer then should be digitally signed and uploaded under 'Attachment' while submitting RFx response.

The price offer format (work format) need not be printed and should not be uploaded in technical RFx folder.

Please go through the SRM bidder's manual available at the home page of SCI e-tendering portal for step-by-step procedure (for submitting online bid for tenders).

**(4.2) Tenderers are required to download "Technical offer" and save all 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.**

All documents mentioned in the Form of Particulars (Section-IV) also need to be signed and stamped on each pages and scanned for upload.

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 at Part-I, Section-VIII. Each tender activity is being detailed against respective E-Tender service code in Part-I, Section-VIII and should be quoted accordingly.

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 as per above including the tender terms, Form of Particulars)
- 3) Certificates - (All other documents, certificates, self-declarations as mentioned in the tender)
- 4) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)
- 5) Others - Any other document deemed necessary

Once the Technical Offer (Part - I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature. 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.

**Price Offer (Part- II) should be duly filled, digitally signed and uploaded under 'Attachment' tab while submitting RFX response.** The same need not be printed and should not be uploaded with Technical Offer.

**(4.3)** 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.

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

- I) **Senior Manager I/C (Commercial)**  
The Shipping Corporation of India Ltd.,  
"Shipping House", 7<sup>th</sup> floor, Commercial Division  
13-Strand Road, Kolkata-700 001  
Email: [bipin.kujur@sci.co.in](mailto:bipin.kujur@sci.co.in)  
Ph: 033-22543 443
- II) **Manager (Commercial)**  
The Shipping Corporation of India Ltd.,  
"Shipping House", 7<sup>th</sup> floor, Commercial Division  
13-Strand Road, Kolkata-700 001  
Email: [vinita.kandulna@sci.co.in](mailto:vinita.kandulna@sci.co.in)  
Ph: 033-22543 450

**Contact details for SRM Helpdesk :**

Tel : 022-22772343/2349

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

**(5.0) ASSESSMENT OF TENDER**

The tender will be assessed first on the basis of information furnished in Part I of the tender comprising "Technical Offer". On the basis of such technical information, the Corporation will assess the capability of the Tenderer to undertake the contract and, if found unsuitable shall reject the tender, in which case their "Part II (Price Offer)" will not be opened. Decision of the Corporation in this regard shall be final and binding. *Please note that all information required in the "Form of Particulars" should be properly filled and all documents mentioned in Part I (Technical Offer), must be enclosed with the tender.*

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

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

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

**(7.0)** A declaration as indicated at **Section-XIV** should also be submitted along with other documents.

**(8.0)** 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 (Indian Vendors only).

**PART – I**

**SECTION – II**

**TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO AT  
KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**ESSENTIAL CONDITION – ELIGIBILITY CRITERIA**

- (1.0)** The tenderer should have minimum **(02) two years** experience in Survey & Supervision of Containers / Containerized Cargo at Kolkata / Haldia and associated CFS / ICDS and should have surveyed minimum of 1000 TEUs annually at Ports/CFS/ICDs in India and preferably in East zone, in preceding three years, i.e., 2021-22, 2020-21 & 2019-20.

*[Please substantiate the experience by furnishing details of containers (numbers) handled by you during the previous years (year-wise) indicating names of Shipping Companies you were/ are working for, together with the **certificate of experience in the letterhead of clients for whom you had provided services of survey of containers.***

The bidder must have successfully executed/completed similar services, over the last three years i.e. the last three financial years: -

- a. Three similar completed services costing not less than the amount equal to Rs. 83,350/- {40% (forty percent) of the estimated cost}; or
  - b. Two similar completed services costing not less than the amount equal to Rs. 1,04,200/- {50% (fifty percent) of the estimated cost}; or
  - c. One similar completed service costing not less than the amount equal to Rs. 1,66,700/- {80% (eighty percent) of the estimated cost}.
- (2.0)** Tenderer should have valid Surveyors & Loss Assessors license issued by the competent authority to act as Marine & Cargo Surveyors.(Please furnish copy of the license issued by competent authority.)
- (3.0)** Tenderer should have minimum ONE number of Master mariner and other qualified IICL Surveyor for Marine & Cargo Survey in their payroll, and should be conversant with survey work of containers / containerized cargo / break-bulk cargo. (Please furnish detailed particulars of the personnel involved in survey work, their experience and qualifications).
- (4.0)** Surveyor should have Local Representatives / Associate Office at each location as specified in the tender. (Please furnish detailed address and contact numbers of branch offices/representatives in Kolkata / Haldia & connected CFS/ICDs)
- (5.0)** The average annual turnover of participating bidders during last three financial years of 2019-20, 2020-21 & 2021-22 should be at least Rs. 63,000/- (Rupees Sixty Three Thousand only) as per Audited Financial Statement for the respective Financial Year. Submission of Financial Statement (Balance Sheet and P/L) is mandatory.

- (6.0)** The tenderer shall have computer system installed in his Company, which is capable of monitoring proper records for tracking and monitoring of all SCI containers coming in and going out of KOLKATA/ HALDIA Port/SCI nominated depots/SCI nominated sites. The contractor should be able to produce computer printout reports periodically as required by the Corporation within one working day from the date of requisition. The contractor should be able to modify his computer system to suit EDI requirements of the ports/SCI, without an extra cost to SCI. The contractor should also be able to transfer the data electronically.
- (7.0)** Eligibility criteria shall be relaxed for Start-ups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications (For Indian vendor only).

**PART - I**

**SECTION – III**

**TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO AT  
KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**GENERAL TERMS AND CONDITIONS**

**A. DEFINITIONS:**

- A.1 The terms “CORPORATION” or “SCI” wherever used shall mean “The Shipping Corporation of India Ltd.”
- A.2 The term “TENDERER” shall mean and include the person, firm or a body corporate which is submitting its tender.
- A.3 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 submitted online before due date and time, i.e., **26<sup>th</sup> September, 2022, 1700 hours**. All tender documents should be signed & stamped and uploaded digitally signed copy.

The tender will be opened on a prospective date which shall be informed to all the tenderers. The authorized representatives of the tenderer who wish to be present at the time of opening of tender are welcome.

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.

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

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

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

**(3.0) PERIOD OF CONTRACT**

The period of contract shall be for two (2) years from the date of contract commencement as decided by Corporation’s management. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period. On expiry of the two years contract period, the contractor if advised to continue performing the contract, the contractor will do so at existing rates, terms and conditions.



**(4.0) RATES**

The Rates quoted/ negotiated & agreed by the tenderer for storage of empty containers in the Depot/ Yard shall remain firm during the tenure of the contract/ extended period of contract and **NO ESCALATIONS** whatsoever shall either be claimed or considered. The quoted rates should be inclusive of Clause **(4.1)** to **(4.13)**.

- (4.1)** All costs covering wages and allowance including over time during weekdays as well as Saturday/Sundays and Public/Port Holidays, all fringe benefits of required labour, clerical and supervisory staff needed for all kinds of survey's work. It may be noted that Corporation will not reimburse to the tenderers any wage allowance or any other claim towards employment of labour and other clerical and supervisory staff of whatsoever nature. The rates unless otherwise stated in the tariff also include outstation allowance, conveyance charges, stream allowance, etc. It also includes transportation from the tenderer's office to a place where survey work is to be carried out.
- (4.2)** The charges for waiting of labour and supervisory staff for whatsoever reasons, waiting due to rough weather, rain, strike or lock-out break-down of cranes and also due to any cause whatsoever, except when certified by SCI or its agent with due approval of Head Office.
- (4.3)** The charges in respect of Workmen's Compensation and Common Law Liabilities payable by the Tenderers towards injury, death, etc. caused to labour and supervisory staff etc. employed by the tenderers. The death/injury and resultant liability caused due to reasons whatsoever.
- (4.4)** All expenses incurred by tenderers on the preparation of survey reports and sending the same to SCI office, including stationary/postage/courier charges.
- (4.5)** All out of pocket expenses the tenderers may incur by way of arranging Port/Customs/Police permission etc. and there shall be no extras whatsoever payable for the same.
- (4.6)** The tenderers shall keep proper documentary records on day to day basis of the survey work and rates shall be inclusive of the cost of preparing same including required stationery. The contractor shall submit necessary information/statement to SCI official as may be directed from time to time.
- (4.7)** The contractor shall develop/modify the system as and when required by SCI to meet Operational / documentation requirements without any additional cost to SCI.
- (4.8)** Supply of necessary transport for movement of surveyor / staff whenever required.
- (4.9)** All other **incidental charges** in connection with surveying cargo/containers indicated in Price Offer – Part II (A&B). No extra payment, whatsoever, over and above the "All Inclusive Rates" shall be made to the contractor in respect of any remuneration and/or compensation payable by them to their labor and/or staff.
- (4.10)** The rates should be quoted **excluding GST**. The percentage of GST will be as applicable i.e. as per prevailing Government guidelines & SCI Management instructions and should be shown clearly by the bidder, wherever applicable. However, in the event GST is discontinued /

reduced by the Government during the tenure of the contract / extended period the benefit will be passed on to the Corporation, subject to the submission of documentary evidence.

- (4.11)** This is a non exclusive contract. The Corporation reserves the right to procure 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.
- (4.12)** The Tenderers are requested to quote their best and final offer in the Price Offer Part – II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- (4.13)** 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 initialled by the person signing the tender form, failing which rates for such items will not be considered.

**(5.0) TAXES**

- (5.1)** 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.
- (5.2)** 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).
- (5.3)** 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.
- (5.4)** 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.

- (5.5) 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.
- (5.6) 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.
- (5.7) 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.
- (6.0) **EARNEST MONEY DEPOSIT**
- (6.1) As per DoE's OMs No. F.9/4/2020-PPD, dated 12.11.2020, GOI, Ministry of Finance, on the subject of Earnest Money Deposit the Tenderer must submit the same, along with the tender PART-I (*Technical BID envelope*). It may kindly be noted that Earnest Money Deposit amounts to INR 4,170/-.
- (6.2) ***It may be noted that Tender Fee may also be submitted through NEFT/RTGS and bank receipts of the same must be submitted along with the Tender Document. The necessary bank details for submission of Tender fee through NEFT/RTGS are attached with this Tender document under Section X.***
- (6.3) **TENDERS RECEIVED WITHOUT EMD ARE LIABLE TO BE REJECTED.**

**(7.0) ADDITIONAL PERFORMANCE GUARANTEE**

A separate Performance Guarantee of amount equal to the Security Deposit or 3% of annual contract value is to be submitted by the successful bidder with whom SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past. The validity of Performance Guarantee will be same as validity of Security Deposit.

**(8.0) DISQUALIFICATION**

The tender is liable to be disqualified if:

- i. Not submitted in accordance with terms and conditions of the Tender documents.
- ii. Not accompanied by Earnest Money Deposit in the form of Electronic transfer / Bank Guarantee and Tender Fees in the form of Electronic Remittance.
- iii. During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- iv. The Tenderer qualifies the tender with his own conditions.
- v. Tender received in incomplete form including price schedule.
- vi. Tender received after due date and time.
- vii. Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- viii. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- ix. Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- x. While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- xi. The Tenderer is found to be financially unsound (having negative net worth in any year during the last 3 years) on the basis of the audited Balance Sheet/ P&L A/c for the last three years submitted with the tender.
- xii. Not accompanied by all requisite documents.
- xiii. Canvassing in any form shall lead to disqualification.
- xiv. If tenderer is found to be in arrears or default with regard to payment of dues to Dock Labor Board/Pool and other concerned Government Agencies.

**(9.0) BILLING**

**(9.1)** The contractor should obtain certification from CONOPS Dept., SCI Kolkata for number of containers surveyed and original of such certificates should be submitted with invoices to CONOPS Dept., SCI Kolkata. **The invoices must clearly mention the amount of GST and other levies, if any, paid to government.**

**(9.2)** The Contractor shall submit monthly bills complete in all respects, supported by the Certificates issued by the Corporation / official to the CONOPS Department at SCI Kolkata

Office latest by 15<sup>th</sup> of ensuing month. The Contractor shall submit quarterly statement of work done as per activity schedule of tender part-II to Senior Manager I/C (Commercial) latest by 15<sup>th</sup> of ensuing month.

- (9.3) The contractor while submitting survey invoices shall necessarily mention the item description/ code number as well as the serial number mentioned against the item in the attached survey schedule herewith failing which the bills are liable to be rejected.
- (9.4) Payments of bills will be made within 120 days from date of submission of bills, complete in all respects.
- (9.5) Any dispute regarding payment must be raised within 90 (ninety) days from the date of settlement of the final bills, failing which same will not be entertained.
- (9.6) SCI expects the contractor to service the contract in the right spirit and bill the SCI correctly. Failure to do so may compel the SCI -
- (i) To impose a penalty of a sum of money depending on the gravity of the wrongful billing.
  - (ii) To consider termination of the contract along with forfeiture of deposit amount in the event of next such wrongful billing.
- (9.7) 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. 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. **(In case of Indian vendor)**
- (10.0) **Number of parties required to perform the contract will be One (1) only.**
- (11.0) Negotiations may also be carried out with L1 party.
- (12.0) **EVALUATION**
- (12.1) Tenderers must quote for all the items in the tender schedule. In case tenderer does not quote for items covering at least 80 per cent of the value of tender, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.
- (12.2) In case the tenderer does not quote for all the listed items, but quotes for more than 80% of the tender value, then,
- a) For the purpose of evaluation, the items not quoted will be assigned the highest value quoted by the rest of the tenderers
  - b) For the purpose of execution of contract – The items not quoted will be assigned, the lowest of the lowest rate quoted by rest of the tenderers and considered as the base rate.
- However, in case the tenderer has not quoted for any line item as he cannot provide those services, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.
- (12.3) The estimated annual volume without any commitment for each service will be multiplied by the corresponding quoted rate by each tenderer and the results will be totalled to arrive at

the overall financial implications. This total financial implication will be used to decide order of competitiveness. **Conditional discounts will not be taken into account for the financial evaluation.**

- (12.4) Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (12.5) **Price Offer evaluation criteria:** The tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted. The financial implications for the tender will be sum of annual financial implication of survey and related operations as per the summary sheet enclosed in the price offer. The gross total on summary sheet of price offer sheet would be considered for deciding order of competitiveness.
- (13.0) The contract will be awarded to One (1) successful tenderer.
- (14.0) The contract shall stand suspended/ terminated, partially or fully, as a result of Government Policy/ directive to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the Corporation.
- (15.0) The estimated requirement furnished in the Part – II (Price Offer) is indicative only and purely for calculation purpose and the same is without any commitment from the Corporation and the Corporation cannot assure minimum/ maximum work that can be offered.
- (16.0) Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.
- (17.0) Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer's capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above.
- (18.0) The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.
- (19.0) The Corporation reserves the right to claim damages or detention charges, of which Corporation shall be the sole judge, in respect of delays occurred to its vessels/ containers directly or indirectly due to the failure/default on the part of contractor in carrying out the responsibilities/ duties efficiently and promptly.
- (20.0) The contractor shall be responsible to the Corporation for damages arising out of or in consequence of negligence on the part of the contractor or any of his staff/ servants, to any property of Port Authority such as sheds, wharf, cranes, floating cranes, harbor wall, etc. and the contractor shall also be responsible to the Corporation for claims arising out of any accident resulting in bodily injury or death of third party including employees of the port, the Corporation and the tenderer.

**(21.0)** The submission of a bid by a tenderer implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged/misunderstood any conditions. It has already been instructed to submit the bids with all pages of Tender document signed and stamped as mark of confirmation of acceptance of terms & conditions of the Tender.

**(22.0) RISK PURCHASE CLAUSE**

If any time during the currency of the contract we find that –

- I. Contractor has failed to arrange services from the date of commencement of the contract, or
- II. The services are not arranged in time, or assigned job has not been completed in time, or
- III. The services rendered by the contractor are found unsatisfactory, or
- IV. The services do not confirm to the quality/ specifications indicated in the contract

The Corporation will be at liberty to obtain the services from alternative sources at the risk and cost of the contractor.

**(23.0) PENALTY CLAUSE**

The Corporation has the right to take the following actions against the contractor, without prejudice to any of its rights, including the right to claim damages, if in case:

**(I) Involved in wrongful billing**

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

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

- i. For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- ii. For the second contravention, **a monetary penalty will be imposed equal to 1% of annual contract value.** This is to be paid by way of a bank draft for the said amount, drawn in favor of "The Shipping Corporation of India", payable at Kolkata. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.
- iii. For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited. Further, Corporation reserves the right to initiate action against the Contractor as per banning guidelines of the Corporation (**Section-VII**).

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

**(23.2)** "In case (i) performance of the supplier/ Contractor is not satisfactory or (ii) supplier is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the supplier/ vendors/ Contractor is under suspicion or if there is any action by the supplier/ Contractor

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

**(24.0) TERMINATION CLAUSE**

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

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

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

**(25.0) BANNING GUIDELINES**

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

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



- (27.0)** If there is a change in the name of the tenderer's firm/ company etc. arising out of:
- i) merging with some other company or
  - ii) collaboration with some other company or
  - iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the tenderer's firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of change(s), the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation's Management.

**(28.0) 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.

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

- (29.1)** The successful tenderer will have to deposit a Security Deposit which will be equivalent to **3% of the annual value of the contract**

The Security Deposit shall be deposited in the form of Demand Draft drawn in favor of "The Shipping Corporation of India Ltd" or Bank Guarantee issued by any Nationalized 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.

- (29.2)** A separate Performance Guarantee/Security of amount equal to the Security Deposit or 3% of contract value is to be submitted by the successful bidder with whom SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past. The validity of Performance Guarantee will be same as validity of Security Deposit
- (29.3)** In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- (29.4)** In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- (29.5)** No interest shall be payable on the Security Deposit.
- (29.6)** The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or against any claims/ losses arising as per clauses mentioned herein above.
- (29.7)** The Security Deposit paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned within one year after expiry of the contract. The contractor must submit in writing for claiming the Security Deposit within one year after expiry of the contract. Any claim received after one year will not be entertained. The decision by the Corporation in this regards shall be final and binding on the contractor.

**(30.0) VALIDITY**

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

**(31.0) SECURITY CLAUSE**

- (31.1)** While evaluating tenders regard would be paid to national defence and security consideration.
- (31.2)** 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.
- (31.3)** In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Corporation shall be final and binding

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

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

Person from such tenderer's firm visiting ships shall carry a photo identity card issued by the tenderer and shall reveal his identity to ship staff when demanded.

Stores, equipment and material being carried on board by the Tenderer shall be subject to checks by the ship before allowed on board.

The Tenderer shall abide by / comply with all Port Regulations.

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.

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

**(34.0) 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.

**(35.0) WAIVER**

It shall always be open to the Corporation by written communication to the Contractor to waive in whole or part any right or the enforcement of any right or remedy which the Corporation may have against the Contractor or of any obligations which the Contractor may have hereunder, provided always that:

- i. No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Contractor and specifically communicated as a Waiver;
- ii. No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the Contractor and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

**(36.0) LAW OF LAND**

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

**(37.0) LIMITATION OF LIABILITY**

Notwithstanding any other provisions, except only in cases of wilful misconduct and / or criminal acts,

a) Neither the Tenderer nor the Corporation shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Tenderer to pay Liquidated Damages to the Corporation and

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Tenderer in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 100% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Tenderer.

**(38.0) TENDERER TO INFORM HIMSELF FULLY**

The tenderer shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the tenderer has any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in

the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc, he shall at once contact the official inviting the tender, before submission of the tender. Tenderers are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implication thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer.

**(39.0) INDEMNITY**

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

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

**(40.0) FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Contractor, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labor of the Contractor.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

**(41.0) DISPUTE RESOLUTION**

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

**(42.0) JURISDICTION**

This agreement including all matters connected with this tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Kolkata.

**(43.0) 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 **Kolkata**.

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.

**(44.0) CONCILIATION**

**If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, SCI as provided hereunder:**

- (44.1)** The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- (44.2)** CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- (44.3)** Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- (44.4)** The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

- (44.5) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- (44.6) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- (44.7) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (44.8) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC; The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- (44.9) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- (44.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (44.11) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- (44.12) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- (45.0) It is expressly understood and agreed by and between the tenderer and the Corporation that the Corporation will be entering into an agreement in respect to the tender/contract for **“Tender For Survey & Supervision of Containers/ Containerized & Breakbulk Cargo at Kolkata/ Haldia & associated CFS/ ICDs”** with the successful tenderer solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this tender/contract to be finalized and

has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Corporation is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The tenderer expressly agrees, acknowledges and understand that the Corporation is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the tender/contract to be finalized. Accordingly, the tenderer hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this tender/contract to be finalized and covenants not to sue the Government of India as to any manner, claim, cause of action or things whatsoever arising of or under this tender/contract to be finalized.

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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:**

**PART - I**

**SECTION – IV**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**FORM OF PARTICULARS**

Sr. No.	Particulars	Details
1.	Name of the firm and full address	
	Phone No. & Fax No.	
	E-Mail Address	
2.	Year & date of establishment of the firm / Co. [Please state date & year of starting survey business, if same was started subsequently]	
3.	Whether Proprietorship / Partnership / Co.  [Please provide copy of Partnership Deed / Articles of Association & Organizational Chart of the Company on a separate sheet].	
4.	Name(s) of Proprietor / Partners/ Directors and their other business, if any.	
5.	Whether your firm is registered under Municipal Act and / or Shops & Establishment Act. [Attach copy of registration].	
6.	Do you employ contract employees? (If yes, state the number of such employees)	
7.	E.S.I.S. Account No. [If no number is given, give reasons].	
8.	P.F. Account No. [If no number is given, give reasons].	
9.	Whether your firm is registered with Labor Commissioner's Office (Central/State).  Are you holding a valid license issued by	



	Labor Commissioner? Please attach a photocopy of the same. [If no, give reasons].	
10.	Name(s) of Banker(s) & their address. Please attach a certificate from your Bankers about your financial status & credit facility available to you. [If Bankers are more than one, attach certificate from each of them].	
11.	Surveyor / Loss Assessor License: Valid up to - [Please attach a copy of Surveyor Licence duly attested by a Gazetted Officer/Notary]	
12.	Details of Shipping Experience: State names of the Shipping Companies for whom you worked as Surveyor (including leasing companies) with details of cargo/containers handled.	

Financial Year	Name of Shipping Co.	Import				Export			
		Laden		Empty		Laden		Empty	
		20'	40'	20'	40'	20'	40'	20'	40'
2019-20									
2020-21									
2021-22									

[Please use separate sheets if this space is not adequate]

13.	Any other activity undertaken by you related to shipping:	
14.	Please give details of staff on your permanent pay roll & their years of experience.	a) Master Mariners : b) Surveyors: c) Assistant Surveyors: d) Any others, please specify:
15.	Is service available 7 days a week? If not, give details of working hours.	
16.	Please state type of computer system installed in your Company with brief description and capacity of the system.	

17.	Please state whether your Proprietors/ Partners/ Directors have any relation with our Agents or with other Shipping Lines. If so, kindly furnish details.	
18.	Address of your Dock Office (if any): Telephone No(s) & Fax No(s) :  Duration they are manned :  Office timings :	
19.	Name(s) of person(s) in-charge of Dock Work and their contact number(s).	
20.	Annual Financial Turnover of the company for Financial year 2021-22, 2020-21 & 2019-20.	
21.	Please furnish audited financial statements of Account/Balance Sheets of your company for the last three financial years (2021-22, 2020-21 & 2019-20).	
22.	PAN No. with copy of the same	
23.	Income Tax Return for the Financial Years 2021-22, 2020-21 & 2019-20 accepted by I.T. Authorities	
24.	Whether your firm has been disqualified by any Shipping Company at any time in past for similar contract. If yes, state reasons.	
25.	Whether your firm has been disqualified by SCI at any time in the past for any other contract. If yes, state reasons.	
26.	Please state if any member of your Company has any relation with any person employed in the Corporation. If yes, give full details.	
27.	Please indicate if any of your present staff was an employee (officer holding rank above DGM) in SCI in the past and whether he has resigned or retired from the SCI.	
28.	If yes, give full details indicating –  a) Name of employee  b) Designation in SCI at the time of	

	retirement / resignation c) Date of resignation/retirement (Attach separate sheet if required)	
29.	Tender Fees	
30.	GST Registration Certificate	

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

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

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

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

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

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

Rubber Stamp:

**PART – I**

**SECTION – V**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**SCOPE OF WORK**

- (1.0) Duties and Responsibilities of contractor under this tender are detailed at the Section – VI of this tender document.**

**PART – I**

**SECTION – VI**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**DUTIES AND RESPONSIBILITIES**

**2.1 Import – FCL:**

- a) To inspect the external condition of import laden container & the seal at the time of discharge from vessel at port / on arrival at train sidings at ICD.
- b) To check integrity of the seal while exit from Dock for CFS or factory de-stuffing as the case may be and to record the Seal No.
- c) In case of factory de-stuffing to check the container's external condition at the time of gate-out from Dock / CFS / ICD and issue dispatch report.
- d) To issue Gate - in Arrival Report and detailed report on the condition of the containers being returned after de-stuffing to DCP or any other plot nominated by SCI.
- e) To do complete internal & external condition survey / inspection of the container at DCP or any other Container Depot of SCI being returned after de-stuffing and to incorporate the findings in the survey report.
- f) In case FCL de-stuffing is done by the Corporation, to survey and tally the cargo at the time of de-stuffing and to issue a de-stuffing survey report.

**2.2 Import – LCL:**

In addition to activities mentioned at Sl. No. 2.1, following work also needs to be done for import laden LCL containers:

- a) To check the condition of the container & the seal on arrival at Dock / CFS and to issue an arrival report of the container.
- b) To make de-stuffing request to KOPT / CFS on SCI's behalf, immediately on arrival of the container.
- c) To carry out 100% tally of cargo de-stuffed, consignee wise, and to note the condition of cargo on de-stuffing of the container. De-stuffing report to be submitted in the required format.
- d) To attend and supervise delivery of cargo to the consignee based on delivery orders and submit related Survey Report showing consignee-wise delivery.

**2.3 Export – FCL:**

- a) To inspect the internal & external condition and cleanliness of empty container for sea worthiness and if the container is fit for stuffing tea and submit report in SCI format.
- b) In case of factory stuffing, to inspect the container at the time of Gate-out from DCP and Gate-in at Port.
- c) To ensure proper hazardous cargo placards are pasted on the container as required by IMDG code. Placards to be supplied by shippers/SCI.

#### **2.4 Export – (LCL Cargo):**

- i) To tally cargo at the time of carting and to inspect the cargo with reference to condition (in case any package is damaged, to advise the shippers to repair/replace the package), observations, if any, are to be recorded.
- ii) To carry out measurement of cargo at the request of the shipper and to issue a measurement certificate after collection of measurement fees from the Shipper.
- iii) To issue shipping bill wise, destination wise, group wise daily carting report specifying the inventory of cargo in SCI's nominated godown space as well as general space and the status of cargo (i.e. ready/not ready and the volume of the cargo). This information will enable SCI to segregate or club the cargo and to issue necessary instructions to the tenderer/ICD/CFS authorities to load nominated container.
- iv) Prior to actual stuffing, to inspect the container on placement for stuffing for cleanliness as well as door closing and in all respects fit for sea travel.
- v) To supervise stowage/stuffing of cargo as per stuffing request submitted by the tenderer based on consolidation plans furnished by SCI to the tenderer and to ensure that only sound cargo is stuffed.
- vi) To issue LCL stuffing report/CLP after sealing of the container by Customs and Line Seal.
- vii) To ensure proper hazardous cargo placards are pasted on the container as required by IMDG code. Placards to be supplied by shippers/SCI.

#### **2.5 Empty Containers:**

- a) To inspect condition of the container on arrival at DCP and prepare survey report for maintaining sea worthiness of the container to be submitted in SCI format to SCI Agent/SCI.
- b) To ensure that hazardous sticker from previous shipment, if any, are removed from the container.
- c) To ensure that the containers are repaired and cleaned as per the survey report submitted to make them fit for carrying export cargo.

#### **2.6 Breakbulk cargo :**

- a) To conduct & report condition and quantum survey of the cargo at the time of discharge from vessel at KOPT / HDC.
- b) To undertake condition & quantum survey at the time of arrival of cargo at the designated place inside the Port.
- c) To undertake condition & quantum survey at the time of delivery of cargo from the designated place inside the Port.

#### **2.7 ICD Amingaon:**

- a) To inspect / survey the condition of import laden containers and empty containers arriving at rail sidings ICD Amingaon. To conduct the survey & submit a report for ensuring that containers at ICD Amingaon are fit for carriage of tea.
- b) To ensure integrity of the seal of import laden containers arriving & export-laden containers exiting ICD Amingaon.
- c) To inspect / survey the external condition of export laden containers at rail sidings ICD Amingaon.

**2.8** Any other survey job assigned by the Corporation for e.g. joint survey for assessing container / cargo damage, short landing etc., as required from time to time.

**3.0 DUTIES, RESPONSIBILITIES & LIABILITIES:**

**3.1** The tenderers should have their own cargo measurement equipment of the best quality and precision, duly certified by competent authority. The Tenderers should have periodical check of the instruments used by them and such checks should be supported by acceptable documentary evidence from the competent authority.

**3.2** The tenderers should maintain high standard of trained personnel duly certified by the competent authority who are actually carrying out the surveys. They should also furnish to us the list of persons along with their full qualifications and experience, certified by the competent authority, for our approval. Every survey report should state name of the person who actually carried out the survey.

**3.3** In the event of failure of the tenderers to undertake the work after award of contract or rescinding from the contract during its currency, the Corporation shall have the right to get the survey work done at his risk and cost and the contractor shall be liable to make good the loss if any, suffered by the corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including security deposit / performance guarantee) then due or which at any time thereafter may become due to the tenderer under this contract and to claim the balance amount from the tenderer.

**3.4** The tenderer shall be responsible to the Corporation for damage either to cargo or property arising out of or in consequence of negligence on part of the tenderer or any of his staff/servants. The tenderer shall also be responsible to the Corporation for claims arising out of any accident resulting in bodily injury or death of third party including employees of the port, and the Corporation.

**3.5** The tenderers shall observe the rules and regulations of the Port/CFS/ICD authorities where the survey work is intended to be carried out.

**3.6** The Corporation reserves the right to claim for consequential losses suffered by SCI for non-compliance of the contract on part of the contractor. Further, in event of such failure on part of the contractor to fulfill his contractual obligations to SCI, the Corporation reserves the right to assign work to any other party of its selection and any additional cost if incurred by the Corporation arising out of such arrangement shall be recovered from the contractor besides any penalty the Corporation may decide to impose on the contractor for non-performance of the contract.

**3.7** The contract shall stand suspended / terminated, partially or fully, as a result of Government Policy/directive to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the Corporation.

\*Note: The tenderer must ensure adequate and timely supply of supervisory staff for surveys as and when required without any loss of time, failing which SCI will get the job done from alternate arrangement and same would be deducted/adjusted from payments of the contractor.

**PART – I**

**SECTION – VII**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**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 organization, 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 endeavors 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:**

**(i)** 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.

**(ii)** '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.

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

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

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

**(iv)** 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.

**(v)** 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.

**(vi)** 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.

**(vii)** 'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, (viii)

(viii) “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”.

(ix) 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 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 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, and Finance Division. The User / Reporting Division to provide all relevant facts / material to the contract initiating Department / Division which will present it to the 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 favor of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

- 6.5** The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6** As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7** If the Entity concerned asks for detailed reasons of suspension, the Entity 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 misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.

**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 / Contactors, 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**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

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

THIS DEED OF GUARANTEE 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 up to six months beyond the date of completion of the contract.

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

**SECTION – IX**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

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

Sr.	DOCUMENTS TO BE ENCLOSED	PLEASE TICK YES OR NO
1)	EMD	YES / NO
2)	COPY OF AUDITED ANNUAL REPORT, P&L ACCOUNT, BALANCE SHEET FOR THE LAST THREE YEARS i.e. 2019-20, 2020-21, 2021-22 ATTACHED	YES / NO
3)	COPY OF SURVEYOR/LOSS ASSESSOR LICENSE BY COMPETENT AUTHORITY.	YES / NO
4)	COPY OF PARTNERSHIP DEED OR ARTICLE & MEMORANDUM OF ASSOCIATION.	YES / NO
5)	<b>ORGANIZATION CHART</b>	YES / NO
6)	COPY OF REGISTRATION UNDER MUNICIPAL CORPORATION OR SHOP & ESTABLISHMENT CERTIFICATE	YES / NO
7)	COPY OF REGISTRATION CERTIFICATE UNDER LABOR COMMISSIONER'S OFFICE	YES / NO
8)	ORIGINAL BANKER'S CERTIFICATE	YES / NO
9)	LIST OF SHIPPING COMPANIES FOR WHOM YOU WORKED AS SURVEYORS	YES / NO
10)	COPY OF PAN CARD	YES / NO
11)	PROOF OF TWO YEARS EXPERIENCE IN PAST FIVE YEARS FOR SURVEY OF CONTAINERS – EXPERIENCE CERTIFICATE SHOULD BE ISSUED ON CLIENT'S LETTER OR BY THE SHIPPING COMPANIES.	YES / NO
12)	COPY OF E.S.I.S. A/C NO	YES / NO
13)	COPY OF GST	YES / NO

**PART – I**

**SECTION – X**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**BANK DETAILS FOR ELECTRONIC FUND TRANSFER (NEFT/RTGS) TOWARDS PAYMENT OF  
TENDER DOCUMENT FEES, EMD & SECURITY DEPOSIT**

**A/c Name :** THE SCI LTD FREIGHT COLL A/C KOLKATA

**Branch Details:**

MANEKJI WADIA BLDG,  
GROUND FLOOR,  
NANIK MOTWANI MARG,  
FORT,  
MUMBAI-23,  
MAHARASHTRA.

**A/c Number:** 00602090003909

**IFSC Code:** HDFC0000060

**PART – I**

**SECTION – XI**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**“Guidelines for Eligibility of a ‘Bidder’ from a Country which shares a land border with  
India”**

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

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

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

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

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

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

Explanation -

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

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

### **UNDERTAKING**

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

**(Signature of the Tenderer)**

**Place:**

**Full Name:**

**Date:**

**Designation:**

**Company Seal :**

Enclosures:

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

**PART – I**

**SECTION – XIII**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**DECLARATION CERTIFICATE**

We hereby declare that there is no case with the Police/or any other Regulatory authorities against the firm / company / Directors / employees. We have not been suspended / de-listed / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / Autonomous Body / Financial Institute / Court etc.

We certify that neither our firm nor any of the directors are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned.

\_\_\_\_\_  
**(Signature of the Bidder)**

**Full Name :**

**Designation :**

**Company Seal :**

**Place :**

**Date :**

**PART – II**

**E-TENDER FOR SURVEY & SUPERVISION OF CONTAINERS / CONTAINERIZED & BREAKBULK CARGO  
AT KOLKATA / HALDIA AND ASSOCIATED CFS / ICDS**

**Detailed Description of Price Offer E-Tender Item Codes along with Estimated Annual  
Volumes**

1. Participating bidders to quote only online under ITEMS tab of E-Tender portal. E-tender Codes are mentioned in Items tab in E-tender portal. The detailed description of the E-Tender Codes is tabulated as follows: