

The Shipping Corporation of India Ltd.

Tender Document for One Bid Open Tender

Vessel: MV SCI SARASWATI

Date: 02.05.2024

RFX – 9000044934

A. One Bid Open Tender Invitation Particulars:

- (1) E-Tender RFX Name: T&OS/SCI SARASWATI/s341s251006/AC Compressor.**
- (2) Quotations are invited from the prospective vendors who can provide the Genuine OEM spare parts only. The interested vendors eligible for the tender may submit their bids through the SCI E-Procurement system Portal (<https://etender.sci.co.in>) mentioning all inclusive Unit price (exclusive of tax. Tax, if any, has to be mentioned separately). Bidder has to submit technical documents as well as price bid through the SCI E-Procurement system Portal. This is the only mode for submission of tender documents.**
- (3) Vendors willing to take part in the process of e-tender are required to obtain Digital Signature Certificate (DSC) from any of the authorized 'Certifying Authorities' (CA) under Controller of Certifying Authorities (CCA), Department of Electronics & Information Technology (DEIT), Govt. of India. (viz. NIC, n-Code Solution, Safescrypt, e-Mudhra Consumer Services Ltd, MTNL, IDRBT) or as notified by the CA /Finance Department from time to time. DSC is given as a USB e-Token. After obtaining the Class 3 B Digital Signature Certificate (DSC) from any of the above CA, they are required to register the fact of possessing the DSC through the registration system available in the above mentioned website/s. A list of such licensed CAs' is also available in the CCA website <http://www.cca.gov.in/cca/>**
- (4) If you are registered vendor with SCI under SAP Master Data Management ;**
 - i) Login ID is V0000 followed by SIX digit vendor code e.g. If your SCI Vendor Code is 100800, Login ID will be V0000100800;
 - ii) Password has already been sent to you through automated system. If you have forgotten the password; click on "Forget Your Password" button in the Home Page.**If you are not registered vendor with SCI;**
 - i) Suppliers are requested to login SCI e-tendering portal viz. <https://etender.sci.co.in/iri/portal> and Click on "New registration" button in the E-tender portal Home Page.
- (5) In-case of any difficulty in accessing the e-tendering module, vendor may contact SCI SRM HELPDASK : Tel: +9122772343/2363 & Email id: srm.helpdesk@sci.co.in**
- (6) Tender Due date: Tender Due date will be updated on the SCI E-Procurement system Portal (<https://etender.sci.co.in>). Due date may be amended as per the addendum/corrigendum.**

B. Machinery Spare Parts Technical Specification & Quantity (Approved-Apr.) of required Item:

- 1)** Please refer the attached Spare Purchase Requisition Form s341s241006 for details of the Items Required.

C. Technical Bid Terms & Conditions:

Vendors are required to furnish & confirm the following:

- 1) **Genuine Spare Parts Certificate:** The vendor to provide Genuine Spare parts Certificate. Same shall be issued by the OEM (Original Equipment Manufacturer).
- 2) **Warranty Terms & Period:** Warranty to be fully borne by the vendor, irrespective of the OEM terms. To be noted that the SCI will be sole authority for deciding the applicability of Warranty Terms. Warranty period to be at least for One year from the date of fitment of the spare parts.
- 3) **Delivery Place & Terms:** The ordered material has to be delivered **On Board Vessel at** VIZAG (as per delivery instruction, owing to the vessel's position). Please note that the quotation with any other terms like Ex-works, C&F and CFR etc will be rejected.
- 4) **Delivery Time** — Ordered quantity to reach delivery destination within 12 **weeks** from firm order date. SCI reserve the right to levy appropriate monetary penalty in case there is undue delay in delivery.
- 5) **Quotation Validity Period:** at least for 180 days from the Tender due date.
- 6) **Payment Terms:** at least 90 days credit terms only. Bids with any other payment terms such as Advance Payment / COD Payment / Payment against Pro-forma Invoice or AWB / Letter of Credit /Bank Guarantee etc will be rejected.
- 7) **Addendum / Corrigendum:** At any time prior to the last date for submission of tenders, the SCI may, for any reason whatsoever, change or modify the tender documents by addendum / corrigendum. The addendum / corrigendum so carried out will be placed on the SCI E-Procurement system Portal (<https://etender.sci.co.in>). All the prospective bidders / Tenderer who are interested in submitting bid for subject tender are requested to visit the SCI E-Procurement system Portal regularly in their own interest. The amendment so carried out will form part of the tender and shall be binding upon the bidders. SCI may at its discretion extend the due date for submission & opening date of tenders to enable the bidders reasonable time to submit the tender after taking into consideration such addendum / corrigendum.
- 8) **Invoice Documents:** Original Invoice (stamped & signed), Packing List & AWB to be submitted to SCI for processing.
- 9) **Good Receipt:** Vessel is the end user / receiver of goods. Any discrepancy / complaint such as wrong supply & missing items from the vessel while checking the receipt of goods to be resolved by the vendor. Vendor will be responsible to collect the wrongly supplied items (if any) at its own cost from vessel and re-supply as per requirement without any additional cost. Also, Vendor will be responsible to supply the missing items at its own cost to vessel. Invoice will not be settled until rejected items /missing quantity issues are resolved and Good receipt accepted from vessel.
- 10) **Invoice Settlement:** Invoices are settled only after the receipt of Original signed packing list, Original signed invoice, duly signed delivery challan, Original Spare Parts Genuineness Certificate (issued by Original Equipment Manufacturer) & Original Warranty Certificate (issued by Vendor).
- 11) **Technical Clarification:** SCI reserves the right to request for further technical clarification from the party. No explanation will be provided for the rejection of the quotation on technical grounds, or cancellation of tender. All queries should be replied by vendor within 03 working days.
- 12) **Imported Equipments:** If the tenderer is supplying equipment manufactured in countries sharing border with India, then such manufacturer should be registered with competent authority.

Competent Authority under this order is the Registration Committee Constituted by the Department of promotion of Industry and Internal Trade (DPIIT). In this regard, please refer circular issued by GOI MOF (DOE) PPD Office memorandum dated 23.07.2020 (insertion of rule 114(XI) in the GFRs (2017).

13) Risk Purchase Clause:

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

- a) The services/Stores are not arranged in time, or
- b) The services rendered/Stores supplied by the Contractor are found unsatisfactory,

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

D. Commercial/Price Bid Terms & Conditions:

(1) Unit Price : It shall be all Inclusive of Spare cost, Air Freight , transportation charges & packing charges, exclusive of Taxes (Applicable Taxes, if any, have to be mentioned separately) etc. up to delivery point so that quote is complete in all respect. Any additional cost after opening the E-Tender quote will not be acceptable. Please note that the incomplete quote is liable to get rejected.

(2) Tax Terms & Condition:

CONTRACTOR : Vendor/Bidder/Service provider/Tenderer/supplier

CORPORATION : SCI

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

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

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

- (i) Name, Address and the Registration Number (under the relevant Tax Laws & Tax Rules) of the supplier (Contractor)
- (ii) Name, Address and the Registration Number (under the relevant Tax laws & Tax Rules) of the CORPORATION.
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (i.e. GST/VAT – separately indicating any Cess, wherever applicable)
- (iv) Description of HSN (Harmonized System of Nomenclature)/SAC (Service Account Code) for Goods/Services under applicable tax laws.

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

satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

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

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

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

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

- (3) Unit of Measurement:** Price bid must strictly contain rate as per UNIT OF MEASUREMENT mentioned in RFX.
- (4) Spare Items / Quantity:** E-Tender Quotation should be for all the items / Quantity required. SCI reserves the right to cancel/ reduce quantity of any item of this RFX while placing the final purchase order.
- (5) Delivery Point:** The ordered material has to be delivered **On Board Vessel at** VIZAG (as per delivery instruction, owing to the vessel's position). Please note that the quotation with any other terms like Ex-works, C&F and CFR etc will be rejected.
- (6) Extraneous Cost:** Any additional cost after opening the E-Tender quote will not be acceptable.

E. Tender Bids/Offer Evaluation Criteria:

- (1) Please read all instructions, terms and conditions prior to participating in the bid.
- (2) E-Tender quote should be exactly as per the technical specifications, Terms & conditions as given in the Tender Document, otherwise quote will be rejected with or without any reasons.
- (3) Bidder shall mention complete address, Company registration, Tax registration numbers, contact number, functional e-mail id details in the Technical document attachment file on SCI E-Procurement system Portal.
- (4) Following documents need to be attached with the price bid:
 - a) Technical details of the items on offer.
 - b) Undertaking on Bidder's letterhead stating that bidder will be providing Genuine Spares Parts Certificate (issued by OEM) at the time of delivery of spares.
 - c) One year Warranty Assurance Certificate (to be issued by vendor on its letter head).
 - d) Undertaking on bidder's letterhead mentioning the Source of Purchase (with full address and contact details), which has to be OEM/OEM Authorized representative.
- (5) Lowest Price quoted vendor will get the order subject to fulfilling the Tender terms and conditions. SCI reserve the right to load the highest price while comparing the quotations where ever any items left unquoted.

F. Clarification / Queries:

It is to be noted that Vivek Shukla, SM (OS-SCI) and Sri L S Prasad, DGM I/C (OS-SCI/MSV) are the Contact Persons for any Query. For Queries if any, kindly contact the following SCI Officials:

Shri L S Prasad, DGM I/c (OS-SCI/MSV/MODU)
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G. Tender Quote To Be Submitted At:

SCI E-Procurement system Portal: <https://etender.sci.co.in>

RFX No. : **9000044934**

RFX Name: **T&OS/SCI SARASWATI/ s341s251006/AC Compressor.**