



THE SHIPPING CORPORATION OF INDIA LTD.
(TECHNICAL & OFFSHORE SERVICES DIVISION)
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SCI/T&OS/CC9000-12000TEU/2024/01

15th March 2024

**Acquisition of Secondhand Container vessel of around 9,000 to 12,000 TEUs
of up to 15 years old**

1.0 The Shipping Corporation of India Ltd. (SCI) is interested in acquisition of one secondhand container vessel of around 9,000 to 12,000 TEUs.

2.0 Technical Details of Vessel:

2.1 Brief "Technical Particulars" of the vessel desired by SCI are given at **Annexure-1**. Bidders are requested to submit detailed offer for suitable vessels along with the duly filled Technical Particulars.

2.2 Vessels which are built at reputed and experienced shipyards will only be considered. Major equipment should be of reputed OEM/Korean Licensee/ Japanese Licensee manufactured make and model as specified in the Technical Particulars **Annexure – 1**.

2.3 Vessels should be up to 15 years old as on 31st March 2024.

2.4 Vessel without BWTS will not be considered.

2.5 Vessels fitted with scrubber will be considered, however there will be no advantage/weightage given for vessel fitted with Scrubber vis-à-vis non-scrubber vessel.

2.6 Guidelines for Eligibility of a 'Bidder' from a Country which shares a land border with India (Ref: F.No.6/18/2019-PPD, dt.23.07.2020 of D/o Expenditure, GoI) would be applicable for the bidders. Bidder to confirm, their acceptance that they are in compliance with provisions, as detailed at **Annexure-2**. Bidder should also submit the requisite undertaking/certificate as mentioned.

3.0 Submission of Offer:

3.1 The Offer for sale of the intended vessel shall be submitted by the Bidders in separate envelopes as under:

- a. **Part-I**: The detailed Technical Specifications to be submitted in a sealed envelope (**Envelope-I**) to be addressed to the Director (Technical & Offshore Services) at the above address. The Envelope shall be superscribed with following wordings:-

**"PART-I: TECHNICAL OFFER
"ACQUISITION OF SECONDHAND CONTAINER VESSEL OF AROUND 9,000 TO 12,000
TEUS OF UP TO 15 YEARS OLD"**

- b. **Part-II**: The Commercial Offer is to be submitted in a sealed envelope (**Envelope- II**) and shall be addressed to the Director (Technical & Offshore Services) at the above mentioned address. The Envelope shall be superscribed with following wordings:-

PART-II: COMMERCIAL OFFER
“ACQUISITION OF SECONDHAND CONTAINER VESSEL OF AROUND 9,000 TO 12,000 TEUS OF UP TO 15YEARS OLD”

- 3.2 Both the envelopes (i.e. Technical Offer and Commercial Offer) shall be enclosed together in a covering envelope on which name of the bidder shall be mentioned.
- 3.3 Please note that only Sealed Offers would be accepted and Offers submitted by fax / email will not be considered.
- 4.0 Date and Time for Submission of Offer**
- 4.1 Both offers i.e. Technical Offer and Commercial Offer should reach SCI at the above mentioned address not later than **1700** hours (IST) **on 5th April 2024** which is the last prescribed date and time for receipt of offers. The technical offers shall be opened at 1200 hrs (IST) of **8th April 2024**. Bidders may depute their representative(s) and they shall carry authorization letter (on letter head) to attend technical bid opening meeting.
- 5.0 Commercial Offer**
- 5.1 Commercial Offers of only those vessels which are technically qualified will be opened. All technically qualified bidders will be informed about the date and time of opening commercial offer.
- 5.2 The Commercial Offer should take into account the following:
- a. **Price:** The price has to be quoted in US Dollars on 100% cash basis. The price should be **ALL INCLUSIVE**, inclusive of Customs duty, GST and any other taxes, duties and levies as applicable.
 - b. The price has to be quoted as total price for the vessel with delivery at Mundra to Colombo range and the onus of transporting the vessel to at delivery port including insurance during the transit would lie with the bidder.
 - c. **Delivery:** The availability date of the vessel should be indicated. The vessel should be charter free at the time of delivery.
 - d. **Validity:** The Commercial Offer (**Part-II Offer**) shall remain valid for a period of **90** days from the last date of submission of the Offer.
- 5.3 The commercial evaluation would be on the basis of comparative IRR workings, taking into account the balance life of the vessel, Bunker consumption, drydock and other expenses/loadings.
- 5.4 (a) 100% payment will be made at the time of delivery of vessels; (b) SCI reserves the right to claim suitable compensation, if the seller fails to deliver the vessel at agreed time after signing of MOA; an appropriate clause with amount of compensation would be incorporated in the MOA at the time of signing of MOA.
- 5.5 Bidders may note that in order to maintain confidentiality, bidders will not be invited at the time of opening of commercial offers. However, to maintain transparency, the commercial offers will be opened in presence of SCI's Independent External Monitor (IEM); and the bids shall be kept confidential for 6 months.

6.0 Evaluation of Offers:

6.1 During evaluation of the Offers, appropriate weightage would be given to specific fuel consumption, and Dry dock Survey, with due consideration to the balance life of the vessel. Details as follows:

- a. Container Carrying Capacity – Vessel having capacity to carry Nominal 9000 to 12000 14T per TEU Homogeneous containers will be considered for acquisition. The vessel with less than 9000 TEU capacity and more than 12000 TEU capacity will not be considered for acquisition. The offered vessel having highest container carrying capacity will be taken as base and loading factor will be applicable on other vessels with lesser container carrying capacity in comparison to highest capacity vessel. The loading factor would be as follows:

Loading in US\$ per TEU shortfall	
15 year old ship	\$ 2,708
14 year old ship	\$ 2,871
13 year old ship	\$ 3,021
12 year old ship	\$ 3,159
11 year old ship	\$ 3,285
10 year old ship	\$ 3,401
9 year old ship	\$ 3,507
8 year old ship	\$ 3,605
7 year old ship	\$ 3,694
6 year old ship	\$ 3,776
5 year old ship	\$ 3,852
4 year old ship	\$ 3,921
3 year old ship	\$ 3,984
2 year old ship	\$ 4,042
1 year old ship	\$ 4,095

- b. Speed – The vessel with EEXI speed of 16 to 19 Knots shall be considered. There will be no additional weightage given to the vessel having EEXI speed of more than 19 knots. However, vessel having less than EEXI speed of 16 knots will not be considered for acquisition. The offered vessel having highest EEXI speed will be taken as base and loading factor will be applicable on other vessels having lesser EEXI speed. The loading factor applicable for shortfall in speed will be as follows:

Loading per 0.1 knot shortfall	
15 year old ship	\$ 1,40,562
14 year old ship	\$ 1,49,050
13 year old ship	\$ 1,56,837
12 year old ship	\$ 1,63,981
11 year old ship	\$ 1,70,536
10 year old ship	\$ 1,76,549
9 year old ship	\$ 1,82,065
8 year old ship	\$ 1,87,126
7 year old ship	\$ 1,91,769
6 year old ship	\$ 1,96,029
5 year old ship	\$ 1,99,937
4 year old ship	\$ 2,03,523
3 year old ship	\$ 2,06,812
2 year old ship	\$ 2,09,830
1 year old ship	\$ 2,12,598

- c. Bunker Consumption per day – The bunker consumption will be compared when vessel is steaming at power of ME corresponding to 16 Knots speed at design draft as per sea trial data and considering ME SFOC from shop test data. The offered vessel with lowest bunker consumption would be taken as base and loading will be applicable on other vessel with higher bunker consumption (as compared to the lowest consumption offered). The loading factor for higher bunker consumption would be as follows:

Loading for per MT excess consumption (US\$)	
15 year old ship	\$ 11,94,089
14 year old ship	\$ 12,66,194
13 year old ship	\$ 13,32,346
12 year old ship	\$ 13,93,036
11 year old ship	\$ 14,48,714
10 year old ship	\$ 14,99,796
9 year old ship	\$ 15,46,660
8 year old ship	\$ 15,89,654
7 year old ship	\$ 16,29,098
6 year old ship	\$ 16,65,285
5 year old ship	\$ 16,98,485
4 year old ship	\$ 17,28,943
3 year old ship	\$ 17,56,886
2 year old ship	\$ 17,82,522
1 year old ship	\$ 18,06,041

- d. Dry dock, Special Survey / Intermediate Survey: Additional loading for Drydock and Special Survey based on age and up keep of the vessel will be decided depending on the physical inspection of the vessel. In case the physical inspection reveals additional expenses to be incurred in forth coming drydock, the same would be factored in for loading.
- e. Loadings after inspection of vessels: as an outcome of the physical inspection of vessel if it is found that there is further shortfall in the parameters vis-à-vis what is declared by the bidder and technical deficiencies are observed (other than agreed retrofits/modifications), the same would be loaded appropriately.

6.2 SCI would be free to call for any details/clarifications from the shortlisted bidders. The above loading factors are calculated based on SCI's experience of operating similar vessels and the same would be strictly adhered to while evaluating offers.

7.0 GENERAL TERMS & CONDITIONS:

- 7.1 SCI does not bind itself to accept the lowest offer and has the sole discretion to accept or reject any bid or scrap the tender at any stage without assigning any reason.
- 7.2 SCI does not pay any commission or brokerage in any form to any party. Brokers may submit bids on behalf of vessel owners; however, the bids/ offers should be accompanied with an "**Authorisation Letter**" from the owners authorising the broker to deal with SCI for sale of the intended vessel. The "Authorisation Letter" should be enclosed with the Technical Offer i.e. in "**Envelope-I**".
- 7.3 The owner would have to facilitate inspection of Class records of the vessel by SCI and/or by SCI appointed independent agency. SCI would prefer "online" inspection of Class records.
- 7.4 SCI will arrange one or two independent inspections. Owners to facilitate inspection arrangements and make arrangements at their cost for safe launch/ boats service / vehicle

within the port premises and boarding passes/ permits from port authorities for SCI and SCI appointed third party inspectors. Owners/agents/master would be required to provide full cooperation to inspections teams.

7.5 Integrity Pact:

- a. Bidders are required to submit "Integrity Pact" (**Annexure-3**), duly signed by the same signatory on all pages and details filled in properly. The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. The signed Integrity Pact should be enclosed with the Technical Offer i.e. in "Envelope-I".
- b. Following Independent External Monitors (IEMs) have been appointed to oversee the implementation of the Integrity Pact. The contact details of the IEMs are as follows:
 - i. Shri Mukesh Mittal, E-Mail: mumittal@hotmail.com
 - ii. Shri Deepak Chaturvedi, E-Mail: chaturvedideep@rediffmail.com
 - iii. Shri. G.C. Chaturvedi, E-mail: email - gcchaturvedi@gmail.com
- c. Bidders shall not approach the Courts while representing the matters to IEMs and will await IEMs decision in the matter.

7.6 All applicable Makers' guarantee/warranty/etc. shall be passed on to SCI at the time of delivery.

7.7 The Sellers shall ensure that the Vessel is free from all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever one day before delivery, and is not subject to Port State or other administrative detentions. The offered vessel should not be on "block" or "blacklisting" list of any of the ports/terminals or OFAC or any other nations. The Sellers hereby undertake to indemnify the Buyers against all claims and consequences of claims made against the Vessel which have been incurred prior to the time of delivery.

7.8 A full day sea trial besides dock trial to be carried out in the presence of SCI representatives to show that all the equipments are satisfactorily working before delivery. Further, an underwater inspection would have to be arranged by the bidders before delivery of the vessel in the presence of Class.

7.9 Underwater cleaning to be carried out if the vessel is on long layoff (more than 6 months).

7.10 SCI's past experience with OEMs shall also be considered in the technical evaluation of the Offers.

7.11 One set each of finished drawings (Hull, Machinery, Outfitting, Electrical, Piping, etc) and equipment manuals in hard and soft copies to be submitted to SCI Mumbai within 15 days after signing of MOA.

7.12 Technical bid should be serially page numbered along with details of documents provided in an index page. Bidders/owners have to agree in toto to all the terms & conditions of this tender document, and an undertaking letter should be enclosed with the **Technical Offer i.e. in "Envelope-I"**.

7.13 **DISQUALIFICATION:**

The bid is be liable to be disqualified, if:

- i. Bidder does not meet the technical requirements, as prescribed in Annexure-1 (i.e. Technical Parameters).
- ii. Bid is not submitted in accordance with the terms and conditions of the Tender.

- iii. During validity of the quotation period or extended period, if any, the Bidder increases their quoted prices.
- iv. Bidder qualifies the tender with their own conditions.
- v. Bid is received in incomplete form including Price Offer.
- vi. Tender is received after due date and time.
- vii. Information on technical parameters is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage).
- viii. While processing the tender documents, if it comes to the knowledge of Corporation that some of the bidders have formed a cartel resulting in delay/ holding up the processing of tender. All such bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.

7.14 The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past dealings with the Corporation and also if they had committed breach of contract, legal disputes 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 in the tendering process.

7.15 JURISDICTION CLAUSE: All matters connected with this tender shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Mumbai.

CHECK-LIST

(1) Sealed Envelope-I

- i. Detailed Technical Particulars of the vessel (as per Annexure-1)
- ii. **Undertaking:** as per Annexure-2.
- iii. **Authorization letter:** Brokers submitting offers on behalf of owners are required to submit an "Authorization Letter" from the owners authorizing the broker to deal with SCI for sale of the intended vessel.
- iv. **Integrity Pact:** duly signed on all pages and details filled in properly.
- v. **Terms & conditions:** Undertaking from the Bidders/owners, agreeing in to-to to all the terms & conditions of this tender document.

(2) Sealed Envelope-II

- i. **Price bid:** Unconditional, all inclusive price for the offered vessel, with delivery at Mundra to Colombo range.

Note: Price bid should **not** be enclosed or revealed or combined with Technical offer (i.e. Envelope-I).

DETAILED TECHNICAL PARTICULARS OF THE VESSEL**NOTE: BIDDER TO SUBMIT DULY FILLED-IN TECHNICAL SPECIFICATIONS SHEET SEPARATELY FOR EACH OF THE OFFERED VESSEL**

General Description:

Single screw diesel engine driven 9000 - 12000 TEU Container vessel fitted with (i) electronic engine (ii) BWTS unit(s) will only be considered.

S.No	PARAMETER	SCI REQUIREMENT	BIDDERS TO FILL
1	Basic parameter		
	i) Name of the Vessel	-	
	ii) Previous Name if any	-	
	iii) Name & details of the owner	-	
	iv) Call Sign	-	
	v) Official No.	-	
	vi) IMO No.	-	
	vii) Port of Registry	-	
	viii) Flag	-	
2	Hull No. & shipyard where built	-	
3	Principal Particulars		
	i) LOA [Meters]	-	
	ii) Height from keel to top of mast	-	
	iii) Breadth Moulded [Meters]	-	
	iv) Depth Moulded [Meters]	-	
	v) Design draught	-	
	vi) Summer draught	Not more than 16m	
4	i) Classification	ABS/BV/DNV/IRS/LRS/NK	
	ii) Class Notation	To be specified by the bidder	
5	Age limit of vessel	Up to 15 years old	
6	Deadweight at summer draught	About 100,000 DWT	
7	Container Capacity	Nominal 9000 to 12000 14T per TEU Homogeneous– number to specify Capacity In hold, on deck / hatch cover & reefer to be specified.	
8	Light Displacement – LDT (M/T)	To be indicated by the bidder.	
9	Intermediate Survey / Dry Dock & Special survey status	To be specified by the bidder, with all details.	
10	i) Main Engine (electronically controlled engines ME or Flex)	Engine Power & RPM to be specified. Engine should be capable of running on Fuel oil 380 cst. (Only Reputed OEM/Korean Licensee/ Japanese Licensee manufactured Engine Make & Model will be accepted).	

	ii) Bunker Consumption per day for main engine.	To be indicated at power of ME corresponding to 16 Knots speed at design draft. Sea trials data and shop test data to be submitted as supporting documents.	
	iii) Year of build of Main Engines	New at the time of installation onboard the Vessel.	
11	Propeller	Fixed Pitch propeller.	
12	Speed [knots]	Vessel to meet 16~19 Knots speed after EEXI compliance Note: There will not be any benefit for vessels with higher speed than 19 knots. Vessels with less than 16 Knots speed will not be accepted.	
13	CII Rating	Current CII rating to be indicated. Supporting IMO DCS data to be furnished.	
14	Energy Saving Devices	Details to be specified, if fitted	
15	Electrical generating plant	At least four (4) independent Diesel generators engine capable of running on HFO 380 cst. (Only Reputed OEM/Korean Licensee/ Japanese Licensee manufactured Make & Model will be accepted). Type: Vertical, In line, Single action, 4 Cycle, Direct, water cooled diesel engine T/C and air cooler, not more than 900 rpm. Each generator should be capable of taking full sea load with adequate margin. One suitable Emergency generator. (Only Reputed OEM/Korean Licensee/ Japanese Licensee manufactured Make & Model will be accepted).	
16	Steering Gear	Details to be specified by the bidder. (Only Reputed OEM/Korean Licensee/ Japanese Licensee manufactured Make & Model will be accepted).	
17	Rudder	Details to be specified by the bidder.	
18	Bow Thruster	Details to be specified by the bidder	
19	Main engine, Diesel Generator Engines and Aux. Boilers.	Should be capable of running on (a) 0.1 % sulphur Fuel oil (MGO) in compliance with latest ECA regulations and (b) 0.5% Sulphur fuel (HFO), or 3.5% sulphur fuel with scrubber in compliance with IMO 2020 regulations. Compliance certificate to be submitted. (No advantage / weightage in evaluation will be considered for vessel fitted with scrubber vis-a- vis non-scrubber vessel)	
20	FO tank capacity & type of FO	Details to be specified by the bidder	
21	Stack loads for Tank top, Deck, Hatch cover	Details to be indicated	
22	Fresh water tank	Details to be specified by the bidder.	

	capacity		
23	Fresh Water Generator	Minimum 1 Set, details to be indicated	
24	Aux Boiler & Exhaust gas economizer	Details to be indicated by the bidder.	
25	Oil Bilge separator	Minimum 1 Set, Abt. 5 M ³ /h.	
26	Sewage Treatment Plant	One (1) unit IMO approved type suitable for minimum persons on board, meeting with latest MARPOL requirement.	
27	Sewage Holding Tank	Details to be indicated	
28	Incinerator	Minimum 1 set, IMO approved type, details to indicate	
29	Water Ballast Pumps	Minimum 2 Nos. Electric driven (Only Reputed OEM/Korean Licensee/ Japanese Licensee manufactured Make & Model will be accepted).	
30	Tank heeling system	Details to be indicated by the bidder.	
31	Fuel Oil tanks	Capacity and endurance to be specified by the bidder.	
32	i) Deck Machinery	Electric / Hydraulic Driven. Details to be indicated.	
	ii) Windlass /Mooring winches	Details to be indicated by the bidder.	
	iii) Type of chocks	Details to be indicated by the bidder.	
	iv) Rollers	Details to be indicated by the bidder.	
33	Cranes for handling E/R spares & provision stores	To have sufficient SWL & outreach. Details to be indicated.	
34	Accommodation (for ship officers / crew / Suez Crew).	Details to be indicated by the bidder.	
35	Air Conditioning Plant	Suitable A.C. accommodation for minimum persons onboard.	
36	i) Navigation Equipment & Communication Equipment.	Vessel should have all navigational & communicational equipments of reputed make, Conforming to IMO Guidelines/SOLAS requirement. Radio installation according to GMDSS requirement for sea area A1, A2 & A3 to be provided.	
	ii) Fleet broad band.	Details to be indicated by the bidder.	
	iii) ECDIS	At least one independent ECDIS IMO compliant Details to be indicated by the bidder.	
37	Life Saving Equipment	The vessels to be fitted with LSA / equipment of reputed make, as per the SOLAS, LSA Code & all latest applicable regulations including life boat hooks arrangement. Details to be indicated by the bidder.	
38	Fire Fighting Equipment	The vessels to be fitted with FFA / equipment as per the SOLAS, FSS Code & all latest applicable regulations of reputed make. Details to be indicated by the bidder.	

39	Power Supply	440V, 60 Hz/ 50 Hz, 3 phases.	
40	Spares & Tools	List of spares & tools onboard to be furnished.	
41	Coating System	Ballast Tanks, FW tanks and Underwater coating details / scheme to be specified.	
42	Ballast Water Treatment system.	Details to be specified by the bidder. USCG Type approved system or IMO Type approved system. Certificate of BWTS to be submitted.	
43	Central Fresh Water Cooling System	Details of the system to be indicated.	
44	Dangerous cargoes in closed containers.	Detailed list of cargoes as per IMDG which can be carried in the vessel to be specified.	
45	Lashing bridge	Details to be provided by the bidder. Lashing software details also to be provided.	
46	3 PSC & 3FSI Inspection reports (No detention clauses pending) and latest class listings.	To be provided by the bidder.	
47	<p>Class Approved Documents (as applicable) to be submitted with un-priced bid:</p> <ul style="list-style-type: none"> i) General Arrangement Plan & Midship section ii) Current Registry Certificate including first registry certificate to confirm the age of vessel as on date of Techno Commercial Bid opening (TBO). iii) Continuous Synopsis Report iv) Capacity Plan & DWT Scale. v) Hull piping diagram including Ballast Piping System. vi) E/R piping system vii) Copy of Speed-Power Curve during sea trial viii) Copy of SFOC- Engine Power Curve (M/E Shop Test data). ix) Mooring arrangement including compliance with SOLAS Reg II-1/3-8 x) Electric Load Analysis xi) EEXI calculations approved by Class / Administration xii) SEEMP III document approved by Class / Administration xiii) ISPS measures (Hardware installed onboard) taken while passing through high risk areas. 		
48	<p><u>Other Capabilities:</u> - Notwithstanding what may have been stated elsewhere, all documents/certificates should also be enclosed with the un-priced bids so as to allow us to assess the capabilities of the offered vessel.</p>		
49	<p>Bidder has to indicate the list of Equipments or any items which do not belong to the vessel or are on lease. However, any such item(s) which is/are required under statutory regulations, have to be provided by the sellers at the time of delivery.</p>		

50	Maker list to be submitted. For Major equipment reputed OEM manufactured/Korean Licensee/Japanese Licensee Make & Model will be accepted. Country of Origin of all major equipment to be specified.	
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GUIDELINES FOR ELIGIBILITY OF A “BIDDER” FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The *beneficial owner* for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

UNDERTAKING

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We hereby certify that I/we am/are not from such a country OR from such a country and my/our certificate of registration with the Competent Authority is attached herewith (strike out whichever is not applicable). I/ we hereby certify that I/ we fulfill all requirements in this regard and are eligible to be considered.

Place:
Date :

Signature of the Bidder
with rubber stamp of the Company

Enclosures:

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

INTEGRITY PACT

Between

The Shipping Corporation of India Limited (SCI)
hereinafter referred to as “The Principal”,

and

hereinafter referred to as “The Bidder/Contractor”.

PREAMBLE

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

1. The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
 - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process

or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at Page Nos. 18 to 23 below.

SECTION 4 – COMPENSATION FOR DAMAGES

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

SECTION 5 – PREVIOUS TRANSGRESSION

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is / are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
2. If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS

1. **In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.**
2. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the Contractor, and the sub-contractor.
3. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
4. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDERS / CONTRACTORS

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

SECTION 8 – EXTERNAL INDEPENDENT MONITOR/ MONITORS

1. The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement on receipt of any compliant received by them from the bidder(s).
2. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. It will be considered integral part of the contract. The IEMs shall examine all the representations / grievances / complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology / specifications etc.

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

SECTION 9 – PACT DURATION

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

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

SECTION 10 – OTHER PROVISIONS

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

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

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

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

Place:

Witness 1:
(Signature and Name & Address)

Date:

Witness 2:
(Signature and Name & Address)

BANNING GUIDELINES DOCUMENT
Policy and Guidelines for Removal / Suspension / Banning of Entities

1.0 Introduction.

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

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

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

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

2.0 Scope:

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

2.2 The guiding principles and processes for

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

(ii) Suspension and

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

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

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

3.0 Definitions:

In these Guidelines, unless the context otherwise requires: -

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

- ii. 'Inter-connected Entity' shall mean two or more companies having any of the following features: -
 - a. If any or all of the Partner(s) / Functional Director(s) are common,
 - b. If the Management is common,
 - c. If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

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

- a. For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions. The Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

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

- b. In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.
- c. For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

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

- iv. 'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".
- v. List of 'Approved Entities' – shall mean and include list of approved Parties /Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents', if registered / contracted with SCI.

4.0 Grounds for initiation of Banning Business Dealings:

- 4.1 If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair /unethical practices, formation of cartel with other entities with a view to artificially hike the prices
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.

- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning may also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual obligations.
- 4.10 Established litigant nature of the Entity to derive undue benefit.
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents-which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 delete to be added as "Failed to honor the bid without sufficient grounds"

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

5.0 Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4) will initiate the banning process by forming a Investigating Committee comprising of Representatives from concerned User Division, Contracting Division and Finance Division. The User / Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority and the appellate Authority would be as defined in Clause 3 (iii) as above.

6.0 Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings

pending investigation, it may decide in favor of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.

- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.
- 6.9. Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the "Entity".

7.0 Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings as referred in Clause 5 above. The functions of the committee shall, inter-alia include:
 - (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.

- 7.3** If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.
- 8.0 Show-cause Notice:**
- 8.1** In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- 8.2** On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- 8.3** If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.
- 8.4** The Competent Authority may consider and pass an appropriate order:
- a. For exonerating the Entity if the charges are not established or
 - b. For removing the Entity from the list of approved Suppliers / Contractors, etc. or
 - c. For banning business dealings with the Entity.
- 8.5** The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.
- 9.0 Removal from List of Approved Entities - Suppliers/Contractors, etc.:**
- 9.1** If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban for a period of one (1) year or for the balance period of the contract whichever is longer.
- 9.2** The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.
- 10.0 Appeals against the Decision of the Competent Authority:**
- 10.1** No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry’s advice
- 10.2** The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be made within one month from the date of receipt of the order banning business dealing, etc.
- 10.3** The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.
- 10.4 Duration of Banning:** Ordinarily the period for which an Agency is banned should not be less than six months and should not exceed 2 years. However, in extraordinary circumstances the period can be more than 2 years.

11.0 Review of the Decision by the Competent Authority

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

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

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

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

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

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

13.0 Effect of Banning and Suspension of an Entity:

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

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

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

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

14.0 Revocation:

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

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

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