

The Shipping Corporation of India Ltd. (SCI)
(A Government of India Enterprises)

Shipping House, 13, Strand Road, Kolkata – 700001



**Tender for Clearing and Forwarding of Ship's Spares
at Kolkata Airport/ Sea Port**

Tender No: SCI/KOL/P&R/C&F/2021

(~~11 May 2021, 02 June 2021~~) 18 June 2021

Purchase & Repair Department
10th Floor, Shipping House, Kolkata

Website: <http://www.shipindia.com>

TENDER SUMMARY

TENDER REF NO.	SCI/KOL/P&R/C&F/2021 dated (11.05.2021 , 02.06.2021)18.06.2021
TENDER TITLE	Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port
DUE DATE & TIME	(01.06.2021)(17.06.2021) 05.07.2021, 17:00 HRS (IST)
PRE-BID DATE & TIME	19.05.2021, 15:30 HRS (IST)
TENDER FEE	Rs. 1,770/- (Rupees One Thousand Seven Hundred Seventy Only)
EARNEST MONEY DEPOSIT (EMD)	As per Section – III, clause no.5.0 on page no. 10

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PART - I

SECTION – I

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

GENERAL INFORMATION

1. Tenders are invited in sealed cover/ envelope by The Shipping Corporation of India Ltd., Kolkata (hereinafter referred to as “the Corporation”) for inviting price offer from reputed and eligible agencies / tenderers under “**Two-bid**” system (Technical Bid/Offer and Price Bid/Offer) for the Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port for the period of 2 years as per scope of work (SOW) defined in Section –V.

Detailed Tender Notice is available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to download the tender document from SCI website or Govt. website using Tender No. SCI/KOL/P&R/C&F/2021

2. PERIOD OF CONTRACT

The period of contract shall be for two years from the date of contract commencement with an option for extension on two occasions of Three months each at the sole discretion of the Corporation.

3. TENDER FEES

A non-refundable Tender fees in the form of electronic remittance of **Rs. 1,500/- + 18 % GST = Total Rs. 1,770/-** (Total Rupees One Thousand Seven Hundred and Seventy Only) to the Corporation's Bank Account (**details mentioned at clause 6 of Part I Section III**) should be made towards Tender Fees before Due Date and Time. Photocopy of payment receipt (Bank Swift copy / UTR No. of payment made) should be submitted along with Technical Bid. Tenders received without tender fee will be rejected.

4. Micro and Small Enterprises (MSEs) registered with bodies specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.

5. DUE DATE

Tenderers are required to submit their responses/bids in sealed cover/ envelope before the Submission Due Date and time, i.e., before 17:00 hrs on 05.07.2021 (~~17.06.2021~~)(~~01.06.2021~~). Tenderers should submit their sealed tender before the submission deadline, and should not wait for last minutes as Tender will not be accepted after due date and time.

6. BROAD INSTRUCTIONS FOR SUBMITTING TENDER IN SEALED COVER:

The Shipping Corporation of India Ltd Tender no. SCI/KOL/P&R/C&F/2021, Page 4 of 50, only Tender in sealed cover/ envelope will be accepted. No email/ fax offers will be entertained/ accepted. Cost of tender document should be deposited through electronic remittance to the Corporation's Bank Account (**details mentioned at clause 6 of section III**) towards Tender Fees and EMD is exempted as **per Section – III, clause no.5.0 on page no. 10**. Copy of Bank Swift / UTR No. towards payment of tender fees should be submitted along with Technical Offer only.

The Tender documents shall be downloaded from SCI website www.shipindia.com or Govt. website <http://eprocure.gov.in/epublish/app> using the Tender No. SCI/KOL/P&R/C&F/2021 and submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document submitted 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.

The Tender response/ bids for subject *Tender No. SCI/KOL/P&R/C&F/2021*) has to be submitted in two parts. Part I (Technical Offer) and Part II (Price Offer)

6.1 PART I (TECHNICAL OFFER) INCLUDES:

SECTION – I	: GENERAL INFORMATION
SECTION – II	: ESSENTIAL CONDITIONS - ELIGIBILITY CRITERIA
SECTION – III	: GENERAL TERMS AND CONDITIONS
SECTION – IV	: FORM OF PARTICULARS
SECTION – V	: SCOPE OF WORK
SECTION – VI	: DUTIES AND RESPONSIBILITIES
SECTION – VII	: LIST OF DOCUMENTS TO BE ATTACHED
SECTION – VIII	: BANNING GUIDELINES
SECTION – IX	: PROFORMA

6.2 The Tenderer should ensure that all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. *[All pages of Part I (Section– I, Section-II, Section-III, Section-IV, Section-V, Section-VI, Section-VII, Section-VIII and Section-IX including all supporting documents / attachments) should be serially numbered and total number of pages should be written on first page)]*

6.3 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. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages

6.4 **Each page of the Tender Document must be stamped and signed by authorized person and submitted along with Technical Offer in separate sealed cover/ envelope and Label as ‘Technical Bid/ Offer’ along with Tender No. & Tender Name.**

6.5 PART II (PRICE OFFER) INCLUDES:

PRICE BID FORMAT is available at the end of the Tender Document. The Price Bid is to be filled up manually and enclosed in separated cover/ envelope and label accordingly as ‘Price Bid/Offer’ along with Tender No. & Tender Name.

6.6 The Two Sealed Cover/ envelope ‘Technical Bid/ Offer’ and ‘Price Bid/ Offer’ must be enclosed in the Third Sealed Cover/ envelope and submitted at the below mentioned address before the due date and time. Tender received without sealed cover/ envelope will not be accepted. Tender received after due date and time will be rejected.

Designation and contact details of person for this tender and submission of Tender in sealed cover/ envelope are:

Senior Manager, I/C(P& R)
10th Floor, Shipping House
The Shipping Corporation of India Ltd,
13 Strand Road, Kolkata - 700001
Contact Number: 033 22543400 / 22543465 / 22543495

7. BANNING GUIDELINES

The Tenderer should have to sign Banning Guidelines as mentioned in **Clause 27 of the General Terms and Conditions respectively. (SECTION III)**

8. ASSESSMENT OF TENDER

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

9. Once a tender is accepted on technical grounds, the selection among such technically qualified Tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject any/ all of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.
10. The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

PART - I

SECTION – II

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

1. ESSENTIAL CONDITIONS - ELIGIBILITY CRITERIA

- 1.1 The company should be registered in India under the companies Act
- 1.2 The tenderer should have a minimum 03 years of relevant experience in the last 05 years (in preceding five years) in Customs Clearance of ship's spares, stores, charts, publications, LCL import & export documents, Bonds related jobs, etc. and other related works like transport of these cargo/ consignment from airport/ sea-port to Godown, Godown to Vessel, vessel to vessel transfer, etc.

Tenderer should have executed job of similar nature during the last financial years (2017-18, 2018-19, 2019-20) as mentioned below:

1. One contract worth Rs. 9.70 lakhs Or
2. Two contracts worth Rs. 6.10 lakhs Or
3. Three contracts worth Rs. 4.89 lakhs.

Note: above figure are for Two years contract value. Please submit work order, contract copies, purchase order, etc as supporting documents.

- 1.3 The tenderer should have valid CHA license issued by the office of The Commissioner of Customs or related department in the name of the Company/ firm or the Proprietor of the company only. Please submit supporting document/ certificate issued by the competent authority/ department.
- 1.4 The tenderer should have adequate handling equipments like Tempos/ Lorry/ Hand-cart, ware house, Forklift, Crane, Godown/ storage facilities owned/ under their control at Kolkata or Port-Blair (Minimum 200 sq.ft). Please provide list/ details of handling equipments.
- 1.5 The tenderer should have an office with all infrastructural and communication facilities like telephone, fax, email id, etc. near the Air Cargo complex, sea-port and Godown/ storage/ warehouse facility for contacting regularly to keep track of the Customs clearance works and movement of spares.

Please provide address of office and address & details of godown/ ware house in Kolkata or Port-Blair.

2. ANNUAL TURNOVER CLAUSE

Tenderer must have an average annual financial turnover of Rs. 1,84,000/- (Rupees One Lakh Eighty Four Thousand only) during the last three years ending 31st march of the previous financial year.

Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

Note: It is mandatory to furnish relevant supporting documents, proof for the requirements mentioned above.

3. BANNED or BLACKLISTED COMPANY

Tenderer/ Company should not be banned or black listed in any of the central Government, central PSUs, state PSUs, etc for the breach of any business contract for the Supply or Services. Should not be involved in business malpractices, such as evasion of Income Tax, Sales Tax etc.

Declaration stating the above mentioned conditions should be furnished.

Note: Bidders not meeting the pre-qualification criteria are liable to be disqualified.

SCI may choose to contact any or all of the customers referred by the bidder above, in order to obtain feedback from them, and may choose to disqualify the bidder based on the feedback received. The bidder shall provide all necessary assistance to arrange the same.

PART - I

SECTION – III

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

GENERAL TERMS AND CONDITIONS

1. The tender in sealed cover/ envelope should be submitted before submission date and time mentioned in the Tender document, i.e. not later than 17:00 hours (IST) on 05.07.2021 (~~17.06.2021~~)(~~01.06.2021~~).

Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to visit SCI website and Govt. website for accessing and downloading the tender documents.

Only tender in sealed cover/ envelope will be accepted. No email / fax offers will be entertained / accepted. Cost of tender document should be deposited through electronic remittance to the Corporation's Bank Account (**details mentioned at clause 6 of section III**) towards Tender Fees and EMD is exempted as **per Section – III, clause no.5.0 on page no. 10..** Copy of Bank Swift / UTR No. payment should be submitted along with Technical Offer only.

2. **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

The Corporation, at its discretion, may extend the due date for submission of Tender in sealed cover/ envelope but Tenderer's first submission of tender shall be the final proposal.

The 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. **PERIOD OF CONTRACT**

The period of contract arrangement shall be for **two years from the date of contract commencement** as decided by the Corporation's management. The Corporation has the sole option to extend the contract on two occasions of three months each after the expiry of the 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. **RATES**

- 4.1 The rate should be quoted only in Indian Rupees (Rs.)
- 4.2 The rates quoted/ negotiated & agreed by the tenderer shall remain firm during the tenure of the contract/ extended period of the contract and **NO ESCLATIONS** whatsoever shall either be claimed or considered except as under clause 4.14 and below.
- 4.3 The rates for supply of service shall be **"All Inclusive Rates Exclusive of GST"**. No other extra charges whatsoever shall be payable in addition.
- 4.4 The rates should be quoted **excluding GST**. However, percentage of GST applicable should be shown clearly by the tenderer, wherever applicable.

- 4.5 The rates quoted should include all such charges from clearing of consignment till the same is delivered on board concern vessel.
- 4.6 **The rates shall be inclusive of charges in respect of Workmen's Compensation and Common Law liabilities payable by the tenderer towards injury, death etc. caused to labour, staff etc. employed by him and all other charges such as Airport/sea-port charges, clearing charges at airport/ CISF, transportation from airport/seaport, Godown storage charges, insurance, incidental charges, D.O. fees, CFS charges, EDI charges, demurrage charges due to non clearing of spares/ consignment on time, toll fees, all surcharges, etc. related to clearing of spares at airport/ seaport till the same is delivered on board vessel at Kolkata/ Port-Blair.**
- 4.7 The rates shall be inclusive of charges for waiting of labour and supervisory staff for whosoever reasons, waiting due to rough weather, rain, strike or lockout and also due to any cause whatsoever.
- 4.8 The rates shall be inclusive of expenses incurred by contractor in preparation of work done certificates, invoices or any other documents and delivering the same to the Corporation office,
- 4.9 The rates shall be inclusive of all out of pocket expenses the Contractor may incur by way of arranging port/ Customs/ police permission, etc. and there shall be no extra charges/ amount payable for the same by the Corporation.
- 4.10 The contractor shall keep proper documentary records of work carried out and the rates shall be inclusive of the cost of preparing the same, including required stationery. The contractor shall submit necessary information/ statement to the Corporation office when requested.
- 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 regards shall be final and binding on the tenderer.
- 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. No excuse that mistakes have been made or 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 initiated by the person signing the tender form, failing which rates for such items will not be considered.
- 4.14 However, in the event the GST is discontinued/ reduced by the Government of India during the tenure of the Contract/ extended period, the benefit will be passed on to the Corporation. If the GST is increased by the Government of India during the tenure of the Contract/ extended period, the benefits will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.

5. **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

- 5.1 As per DoE's OMs No. F.9/4/2020-PPD, dated 12.11.2020, GOI, Ministry of Finance, on the subject of Bid Security / Earnest Money Deposit the Tenderer must submit, along with the tender PART-I (Technical BID envelope), a Bid Security declaration in their letter head (*As per document attached in ANNEXURE – VI, Bid Security Declaration*).
- 5.2 Registered Small Scale Industries who can produce a certificate of exemption from NSIC/OTHER RECOGNISED GOVERNING BODIES as per Government regulation prevailing from time to time are also required to submit a Bid Security declaration in their letter head. Except for parties having valid and relevant NSIC /MSME exemption, tenders without due 'Tender Fee' and 'a Bid Security declaration in their letter head' shall be summarily rejected. *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 mentioned at clause 6 of Part I Section III*
- 5.3 Tenders received without Tender Fee and Bid Security Declaration are liable to be rejected.

6. **SCI, KOLKATA BANK ACCOUNT DETAILS**

The bank details of the Corporation's account for electronic remittance is as follows:

Account Name: THE SCI LTD FREIGHT COLL A/C KOLKATA

Bank Name: MANEKJI WADIA BLDG, GROUND FLOOR, NANIK MOTWANI MARG,FORT, MUMBAI-23, MAHARASHTRA

ACCOUNT NO: 00602090003909

IFSC Code: HDFC0000060

7. **JURISDICTION**

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

8. **BANNED or BLACKLISTED COMPANY**

Tenderer/ Company should not have been black listed or debarred at the time of submission of Tender, by the Government of India, central PSUs, state PSUs, etc. Certificates / Undertaking to this effect to be attached

9. **MICRO AND SMALL ENTERPRISES (MSES)**

Micro and Small Enterprises (MSEs) registered with bodies specified by Ministry of Micro, Small and Medium Enterprises, NSIC, etc shall be entitled for all the benefits and preferences as per Government of India directives.

10. EVALUATION

- 10.1 The Tenderer must quote for all the items in the tender schedule. Evaluation and award of contract will be done on basis of all the line items i.e., the party position/ranking will be drawn on overall basis.
 - 10.2 In case the Tenderer does not quote for all the listed items, the quote is liable to be rejected.
 - 10.3 The estimated annual volume for each item /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. GST shall not be taken into account for the financial evaluation.**
 - 10.4 All Documents are required to be submitted at the first instance, tender will be evaluated/assessed strictly as per the documents submitted with the technical offer. Any shortcoming in information/documents submitted with technical offer will be intimated to the party at the sole discretion of corporation to fulfil the shortcomings.
 - 10.5 Once a tender is accepted on technical grounds, then the selection among such technically qualified Tenderers would normally be only 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.
 - 10.6 The Contract shall be awarded to **One Successful Tenderer** only.
 - 10.7 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.
 - 10.8 The Tenderer with whom the Corporation has dealt with earlier may also note that their performance during the 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 the Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which the Corporation's legal dispute is pending, award/non-award of the contract will be the sole discretion of the Corporation.
11. A photocopy of company registration (under Indian Companies Act), Partnership registration certificate, PAN No. and GST Registration should be submitted by the tender along with Part - I of the Tender.

12. RIGHT OF REJECTION

- 12.1 The Corporation reserves the right to decide about Technical Capability, expertise and/or the Tenderer's capacity for fulfilment/ compliance of all the Terms & Conditions spelt out in SECTION-II (Eligibility Criteria) above.
- 12.2 Corporation reserves the right to reject any / all tenders without assigning any reasons whatsoever.

- 12.3 If it is observed that the tenderers have formed a cartel while quoting the rates, all the tenderers forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the Corporation for next two years. It is also clarified that if need arises the Corporation would go in for appointment of outside party(s) to undertake the work under captioned tender.
- 12.4 In case multiple tenders are submitted by one party or if common interests are found in two or more tenderers, then the tenders are liable to be rejected unless the additional tenders are withdrawn.
- 12.5 The Tenderer must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case tenderers do not quote for all items.
- 12.6 The decision of the Corporation in this regard (para '12.1' to '12.5' above) shall be final and binding on the tenderer(s).

13. DISQUALIFICATION

The tender is liable to be disqualified if:

- 13.1 Not submitted in accordance with terms and conditions of the Tender documents.
- 13.2 Price offer is enclosed with the Technical Offer.
- 13.3 Not accompanied by Bid Security Declaration and/ or Tender Fees. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded.
- 13.4 During validity of the tender period or its extended period, if any, the Tenderer increase his quoted prices.
- 13.5 The Tenderer qualifies the tender with his own conditions.
- 13.6 Tender received in incomplete form including price schedule.
- 13.6 Tender received after due date and time.
- 13.7 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 period if any.
- 13.8 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.
- 13.9 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.
- 13.10 The tenderer is found to be financially unsound (having negative net worth in any of the previous financial/accounting year) on the basis of the audited Balance Sheet/ P&L A/c submitted with the tender.
- 13.11 The Tenderer qualifies the letter of acceptance of the contract with his conditions.
- 13.12 The Tenderer is found to be in arrears or default with regard to payment of any concerned local Government agencies.
- 13.13 The Tenderer submits an incomplete Banning Guidelines document, or the Banning Guidelines document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Banning Guidelines.

14. **METHOD OF PAYMENT**

- 14.1 No mobilization advance shall be payable.
- 14.2 The payment for the products & services would be made on receipt of bidder's invoice along with duly signed Delivery Challan.

15. **INVOICING**

- 15.1 The Contractor shall submit their original invoice, complete in all respect (in duplicate) to the Finance & Accounts Division (CBRC – Bills Section) of the Corporation, Kolkata accompanied by:
 - a. Copy of SAP generated **Purchase Order** from the operating department of the Corporation.
 - b. Original receipted WORK DONE CERTIFICATE/ DELIVERY CHALLAN should be duly signed and stamped without any adverse remarks. The signature should be accompanied by their Name, Designation and Employee Code Number of the signing officer along with the date of delivery receipt.

Ship's officers who does not have SCI employee code and is employed through manning agencies must write their full name, rank and manning agency vendor code.

Bills will be settled by the Bills section within 120 (one hundred and twenty) days from the date of receipt of the Bills complete in all respect.

Note: Please note that all three documents viz. Purchase Order, Work Done/ Delivery Challan and Invoice/ Bills must contain **(a)Name of the vessel, (b)Airport/ Port of Clearing the spares, (c)Port of Delivery (d) SAP Material/ Service Code/ Service Description.**

- 15.2 Bills will not be accepted unless accompanied by the original receipted WORK DONE CERTIFICATE duly signed and stamped as mentioned above.
- 15.3 Bills will be settled only when all services mentioned in the corresponding Purchase Order are executed. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part services till the order is fully executed.
- 15.4 Bills for non-contract items should be submitted separately duly supported by copy of the Corporation's approval for such services, quantity and rates.
- 15.5 Payment of bills will be made after due scrutiny and checking by the Bills Department within 120 days from the date of submission of bills, complete in all respects.
- 15.6 Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

16. GOODS AND SERVICE TAX CLAUSE:

16.1 Registration & GST Rate

- a. The Tenderer should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b. Tender will be considered/ accepted, if & only if the Tenderer has a valid GST Registration No.
- c. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d. The Tenderer is to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

16.2 Invoicing & Payment

- a. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following:
 - i. SCI GSTIN PORT-BLAIR - 35AAACT1524F2ZS
 - ii. HSN Code or Service Accounting Code for supply of goods or services
 - iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory
- b. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period
 - ii. Discharging the GST tax liability to the Government
 - iii. Submission of Tax Invoice to CORPORATION
 - iv. Submission of proof of payment of GST to CORPORATION
 - v. Availment of Input Tax Credit by CORPORATION

16.3 Input Tax Credit

- a. In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b. In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/tenderer along with interest & penalty levied/ leviable on CORPORATION.
- c. In case of discrepancy in the data uploaded by vendor in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the vendor of the same. Vendor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

16.4 Penalty for Non-compliance of GST Act

- a. Penalty amount so determined along with GST if applicable thereon shall be recovered from the tenderer.

16.5 Other Provision

- a. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- b. The tenderer should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- c. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- d. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

17. QUALITY OF RESOURCES

Quality of resources and promptness in arranging the availability of resources is the essential part of this contract. The tenderer should accept the responsibility for the quality of the resources deployed. The resources deployed by the tenderer should be able to communicate in English and/or Hindi language. Any resource found to be unsatisfactory post deployment, will be replaced by the tenderer within seven days, as per SCI's instructions.

18. The Tenderer 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. The submission of the tender by the 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.
20. The Tenderer has to nominate their contact person who will be the Single Point of Contact (SPOC) for all correspondence with SCI regarding execution of the Contract. The SPOC should be accessible 24x7 over phone who shall liaise with SCI. In case SPOC is unavailable, then an alternate contact person must be specified.

21. LIQUIDATED DAMAGES

In case of delay in clearing of spares/ consignment by the successful bidder beyond the stipulated period for reasons solely attributable to the bidder which resulted in Demurrage Charges, SCI reserves the right to levy liquidated damages/ demurrage charges on the Contractor at the rate of 0.5 % of the value of the contract per week, subject to a maximum of 5% of the contract value for the period of the delay or the full demurrage charges, with the option to terminate the contract if the maximum is reached.

22. PENALTY CLAUSE

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

22.1 Involved in wrongful billing

- a. To issue a warning letter for first contravention and recover the excess amount billed.
- b. 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.
- c. On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount.

22.2 Not supplying goods / rendering service as per the provisions of the Contract

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

- b. For the second contravention, **a monetary penalty of equal to 1% of annual contract value will be imposed.** This is to be paid by way of a bank draft for the said amount, drawn in favour of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the tenderer / Security Deposit / Performance Guarantee submitted by them.
- c. For the third contravention, the contract would be terminated and Security Deposit and / or Performance Guarantee would be forfeited.

22.3 In case;

- a. Supplier is in breach of terms and conditions of the Purchase Order or
- b. The conduct of the supplier/ vendors/ contractor is under suspicion or
- c. 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.

23. RISK PURCHASE CLAUSE

If at any time during the currency of the contract it is found that:

- 23.1 The Contractor has failed to arrange services from the date of commencement of the Contract, or
- 23.2 The services are not arranged in time, or assigned job has not been completed in time, or
- 23.3 The services rendered by the Contractor are found unsatisfactory/deteriorating, or
- 23.4 The services do not confirm to the quality/ specifications indicated in the Contract.

The Corporation will be at liberty to obtain the services covered under this contract from alternative source(s) at Contractor's risk and cost including invoking / resorting to apply any other clause of this tender document.

24. SUB-CONTRACT

The Contractor 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.

25. 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:

- 25.1 If the contractor is adjudicated insolvent by the Competent Court or files for insolvency or if the contractor being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- 25.2 The contractor commits any breach of the Terms of this Contract/ Tender document.

- 25.3 If any charge sheet is filed by a Competent Authority of the Government against the contractor or company, or the contractor is convicted by a criminal court on grounds of moral turpitude.
- 25.4 The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the contractor being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines (**Section – VIII**)
- 25.5 In the event of unsatisfactory service or failure on the part of the Contractor 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.
- 25.6 Any alteration in the tender documents noticed subsequently even during the tenure of the contract.
- 25.7 Information furnished in Part-I (Technical Offer) including all supporting documents are 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 contractor.

26. **EXIT CLAUSE**

- 26.1 The Corporation shall have the option to terminate the contract at any time during the tenure of the contract without payment of compensation for the balance period to the tenderer by giving notice of THIRTY (30) days, in writing to the tenderer of its intention to do so. In case the exit clause is executed, SCI shall pay the tenderer their dues as per the contract till the date vendor has rendered the services to SCI.
- 26.2 In the event of unsatisfactory service or failure on the part of the Contractor at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge. The Corporation reserves the right to forthwith terminate the contract and in such an event the Contractor shall have no claims whatsoever against the Corporation in consequence of such termination of the Contract.
- 26.3 The Corporation reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the **Termination Clauses** mentioned above.
- 26.4 It is to be clearly understood by the Contractor that if a charge-sheet is filed by any competent authority of the Government against the Contractor, the Contractor is obliged to notify the Corporation within 7(seven) days of filing of the charge-sheet. Failure to do so shall result in forfeiture of all payments due to the Contractor for services rendered after the date of filing of the charge-sheet.
- 26.5 In case any change takes place, in the constitution of the Contractor's company during the validity of the contract period including extension period, if opted, the same should be communicated to the Corporation immediately. The Corporation reserves the right either to continue or terminate the contract under such circumstances.

27. **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-VIII**), and 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.

28. 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.
29. If there is a change in the name of the Tenderer's firm/ company etc. arising out of:
- 29.1 Merging with some other company or
 - 29.2 Collaboration with some other company or
 - 29.3 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 changes, 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.

30. **SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- 30.1 The successful Tenderer will have to deposit Security Deposit which will be equivalent to: **3% of the annual contract value**
The Security Deposit shall be deposited in the form of Demand Draft drawn in favour 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.
- 30.2 As per DoE's OMs No. F.9/4/2020-PPD, dated 12.11.2020, GOI, Ministry of Finance, on the subject of Additional Performance Security, the Successful tenderer need not submit additional Performance Guarantee/ Security.
- 30.3 In case of termination of the contract for any reason as per relevant clause of the tender, the Security Deposit shall stand forfeited, either wholly or partly and the contractor shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- 30.4 In the event the contractor 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 shall stand forfeited.
- 30.5 No interest shall be payable on the Security Deposit.
- 30.6 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.

- 30.7 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.

31. **VALIDITY**

- 31.1 The rates given in tender should be valid for acceptance by the Corporation up to Six Months from the due 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.
- 31.2 In case the tenderer increases its Price Offer during the validity of the quotation, the tenderer would be liable to be rejected.

32. **SECURITY CLAUSE**

- 32.1 While evaluating tenders regard would be paid to national defence and security consideration.
- 32.2 The Tenderer will be responsible to the Corporation for ensuring that men and services being employed by them do not pose a threat to safety and security of the Corporation.

33. **LAW OF LAND**

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. **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, spares, equipment and materials being carried on board by the tenderer shall be subject to checks by the ship before allowed on board. The tenderer shall abide by and comply with all port regulations.

34. **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 have 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 implications 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.

37. 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.

38. LIMITATION OF LIABILITY

The Corporation reserves the right to claim for the consequential losses suffered by the Corporation for non-compliance of the contract on the part of the tenderer. The Tenderer's liability for such damages under the contract shall not exceed the total contract value of this contract.

However, the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with a malafied intention/fraud.

39. INDEMNITY

The Tenderer shall defend, indemnify and hold the Corporation and its employees harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Tenderer /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 Tenderer or by third party. If any proceedings are brought or any claim is made against the SCI, the selected tenderer shall be promptly notified of such claim and at its own expense take the sole control such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

The Tenderer shall indemnify the Corporation against any claims under the Payment of Wages Act 1936, and/ or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Act / Acts or on behalf of any person / persons employed by him.

The Tenderer 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 Tenderer in the performance of his obligations under this contract.

“The Tenderer shall undertake to indemnify SCI in respect of all claims arising out of violation of any patents or copyrights, for all the items supplied by the Tenderer. The Tenderer shall indemnify SCI against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods and services, software (wherever applicable) or any part.”

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

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 cancelling 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. **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. **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:

42.1 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.

42.2 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).

- 42.3 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.
- 42.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- 42.5 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.
- 42.6 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.
- 42.7 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.
- 42.8 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.
- 42.9 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.
- 42.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- 42.11 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.
- 42.12 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.

43. **ARBITRATION**

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this 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, agreeable to both the parties.

The tenderer shall continue to work under the contract / RFP / Purchase order accepted during the arbitration proceedings unless otherwise directed in writing by SCI.

The venue of the arbitration shall be 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. **DEFINITIONS**

- 44.1 The terms “**CORPORATION**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”
- 44.2 The term “**TENDERER**” or “**BIDDER**” shall mean and include the person, firm or a body corporate which is submitting its tender.
- 44.3 The term “**CONTRACTOR**” or “**SUCCESSFUL BIDDER**” 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.

Note: Please submit the tender documents and supporting documents duly signed and stamped on each page as acceptance of Terms & Conditions of Tender.

PART - I**SECTION – IV****Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port****FORM OF PARTICULARS**

Sr.No.	Particulars	Details
01	Name of the Firm/ Company:	
02	Registered postal address of the firm/ company & its principal place of business:	
03	Contact Person & Designation	
04	Telephone (office)	
05	Mobile Number	
06	Fax Number	
07	Email id & website	
08	Address of Dock Office (Sea-Port) <i>(Attach documentary evidence of having office within Port premise)</i> Name of Person in charge: Office timing: Saturday/Sunday:	Address: Telephone: Mobile: Email id:
09	Address of Airport Office <i>(Attach documentary evidence of having office within Air-Port premise)</i> Name of Person in charge: Office timing: Saturday/Sunday:	Address: Telephone: Mobile: Email id:
10	Address of Godown/ warehouse/ storage premise with minimum space of 200sq.ft. <i>(Attach documentary evidence of having office within Air-Port/ Sea-Port premise)</i> Name of Person in charge: Office timing: Saturday/Sunday:	Address: Telephone: Mobile: Email id:

Sr.No.	Particulars	Details
11	If a subsidiary Company, Name and address of the Holding Company	
12	Year and Date of Establishment of the firm/ company (<i>please attached copy of registration certificate</i>)	
13	CHA license No. & Date of commencement. (Please attach copy of Valid CHA license)	
14	Is your organization Proprietorship or Partnership or Private or Public Limited Company? Please specify. (<i>Please enclose copy of Partnership deed/ memorandum & article of association, Organization Chart</i>)	
15	Name(s) of Proprietor/ Partners in case of Proprietary/ Partnership concern or Name of Directors in case of Limited Company.	
16	Address of Branch offices with contact details:	
17	Latest Organization Chart (<i>Please attach copy indicating CHA activities</i>)	
18	Whether your firm is registered under Municipal/ Port Authority for conducting business? (<i>Please attach copy of registration</i>)	
19	Whether your firm is registered with labour Commissioner's Office (Central/ State) (<i>Please attaché copy</i>)	
20	P.F. A/c Number (<i>if no PF A/c please provide reason</i>)	
21	ESIC A/c Number (<i>if no ESIC A/c please provide reason</i>)	
22	Permanent Account Number (PAN) of your company(<i>Please attach copy</i>)	
23	GSTIN number of your company (<i>Please attach copy of GST registration</i>)	
24	Whether your firm registered under MSME, if yes, UAN Number (<i>Please attach Udyog Aadhar Certificate</i>)	

Sr.No.	Particulars	Details
25	Bank Account Details (<i>Please enclose cancelled cheque</i>) Bank Name: Bank Branch: Bank Address: A/c Holder Name: A/c Number: IFSC Code	
26	Whether your firm has been disqualified by any Shipping Company at any time in the past for similar tender . <i>If yes state reason</i>	
27	Whether your firm has been disqualified by SCI at any time in the past for this particular tender or for any other tender . <i>If yes state reason.</i>	
28	Please state if any member of your company has any relative employed in The Shipping Corporation of India Ltd. (<i>if yes give full details</i>)	
29	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as DGM or Higher level in the preceding two years as on bid closing date. If yes, please furnish name and designation of that officer in your firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be mentioned. Role and responsibility of that officer in your firm specially with regards to the contract for which this bid is made should be clearly spelt out.	

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

Date:
Place:

(Signature of Tenderer)
Full Name:
Designation:
Company's Stamp/seal

PART - I

SECTION – V

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

SCOPE OF WORK

1. SCOPE OF THE CONTRACT

1.1 The scope of the Contract for Clearing, Handling and Forwarding Activity,

Customs Clearance (Kolkata Airport/ Kolkata Port)

- a. To keep track of any consignment/ spares arriving at Kolkata Airport/ Kolkata Port and informed the same to the Corporation office at Kolkata. At the same time initiate the clearing formalities filing Bill of Entry, collection of Delivery Order, Authorization letter, and all documentation required for clearing consignment/ spares without any delay.
- b. Collection of job orders on day-to-day basis from SCI Kolkata office.
- c. The clearing of all spares, stores, documents, misc items, etc. and transfer of spares in accordance with the existing rules and regulations stipulated by Indian customs/ Kolkata Port/ Container Terminals at Kolkata Port and Airport Authority of India (AAI) and governed by their rules and procedures from time to time.
- d. Contract will include for clearance of spares, stores, misc items, etc. arriving by Courier, cargo, container, etc.

Handling & Storage of Spare/ Consignment

- e. Transportation of goods, spares, stores, etc. after Customs Clearance by road from Kolkata Airport/ Sea Port to the godown.
- f. Storage of goods, spares, stores, etc. after Customs Clearance in a godown (minimum 200 sq.ft.) with insurance coverage till vessel's arrival in port or as per SCI instructions (Separate storage for bonded and non-bonded items) and dispatch of spares in bonded condition to another destination as per instructions given by the Corporation.

Delivery & Forwarding of Spare/ consignment to vessels

- g. Forwarding the spares to the vessels calling Kolkata Port/ Port Blair or other destinations as instructed by the Corporation. Forwarding/ transport either by courier, Flight, Sea or Land transport to be arrange by the contractor.
- h. Transfer of ship's spares from one ship to another ship either at berth or in stream and removal of spares from ships due to ship due for scrapped.
- i. All documentation jobs related to customs clearance, transport clearance, CISF clearance, AAI clearance, KOPT clearance, etc. like **submission of Customs bonds/ Cancellation of Bonds** submitted and related jobs at Kolkata Airport/ Kolkata Port (Customs & KOPT).

- 1.2 **The scope of the Contract for Scientific Equipments, misc items, etc. loading/unloading on vessels**
 - a. To obtain Customs/ Asst. Traffic Manager/ Asst. Commandant clearance for the research vessels towards materials/ equipments unloading from the vessel to ashore and loading from ashore to the vessels.
- 1.3 Collection of **End User documents** from SCI Kolkata office and submission of Bond Cancellation letter to Customs Office to cancel any Utility/ Bond submitted with the Customs department.

PART - I

SECTION – VI

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

DUTIES AND RESPONSIBILITIES

1. It is the duty of the contractor to keep track of consignment arriving at Kolkata Airport/ Kolkata Port and to clear the consignment/ complete the assigned job within the stipulated time or at the earliest to avoid penalties/ demurrage charges. The stipulated time for the job will commence from the date of handing over the job order by the user department of the Corporation along with relevant documents and will complete on delivery of the spares/ consignment/ completed job at designated destinations.

For Air consignments, the relevant documents would be Cargo Arrival Notice, Commercial/ pro-forma Invoices, Packing list and Airway Bills, Bill of Entry, IGST Challan, e-way bills.

For Sea consignments, the relevant documents would be Cargo Arrival Notice, Commercial/ pro-forma Invoices, Packing list and Bill of Lading, Bill of Entry, IGST Challan, e-way bills.

2. As soon as the cargo arrival notice/ information is conveyed to the contractor, the contractor must prepare import checklist and get approval from the Corporation office to prepare/ file Bill of Entry and initiate Custom process. The Corporation office will issue End User Custom Bond as per customs format for availing duty exemption & customs execution and it is to be submitted to the Customs dept. And get the same cancelled once the fitment certificate is received by the ship after delivery of spares on board vessel. IGST payment would be processed by SCI.

In the event, the job of

- a. **Clearance of ship's spares, stores, charts, publications, LCL import & export cargo, documents, scientific instruments, misc items, etc., Or**
 - b. **Transfer of spares, stores, etc. from airport/ sea port to godown, godown to ship, or ship to ship landing/ loading, Or**
 - c. **Amendment of ship's name in the Shipping bill is not completed within the stipulated time, the consequential excess expenses incurred e.g. warfage, demurrage, penalty, expenses for forwarding the spares to other ports, etc. will be recovered from the Contractor.**
3. The contractor has to fulfil all the requirements of Customs/ KOPT/ CISF/ AAI/ Railways/ Octroi/ Survey/ Insurance/ traffic Police or any related authority/ department in accordance with the existing Acts/ Rules/ Regulations/ Procedures stipulated by the concerned governing authorities from time to time during the course of processing the documents of the Corporation till final clearance of the consignment at various stages. The Corporation will not be responsible for any defaults/ penalties or whatsoever legal charges being imposed by the concerned authorities due to

the non-compliance by the contractor, of any Acts/ Procedures/ Rules/ Regulations at any stage/ time. The sole responsibilities in each and every case would lie on the contractor.

4. It will be the duty and responsibility of the contractor to collect on day to day basis the job orders/ letters/ instructions/ correspondence pertaining to Corporation's various jobs from concerned departments at least twice a day during Corporation's working hours/ day.
5. The Contractor should deposit/ hand over copies of documents in correct order to the concerned authorities in Customs/ KOPT/ Airline/ Octroi/ Railways/ Road Transporters/ AAI and obtain necessary endorsement(s)/ noting on the same as and when they are processed and completed. (Any clarifications/ documents required for processing the above documents to be informed within 48 hrs of collecting documents from SCI)
6. The Contractor should take every care to ensure that correct charges are levied by the concerned authorities to avoid any short/ excess payment.
7. As regards warehouse/ Godown charges, the contractor should pay same to the respective authorities only after tracing/ examining the spare and confirmation of goods landed for onward delivery to vessel.
8. It will be the responsibility of the contractor to meet the common law liabilities arising out of injury, death, etc. caused to the labour/ staff employed by the contractor. The death/ injury and resultant liability caused due to reasons whatsoever to be borne by the contractor.
9. Due care of human safety must be taken by the contractor at the time of boarding the vessel for loading/ unloading spares, etc. The Corporation is not responsible for any accident, injury, loss of life at the time of clearing/ forwarding operation.
10. It is the responsibility of the contractor to ensure that adequate insurance coverage is taken for the shipments until it reaches the final destination onboard vessel/ SCI designated warehouse/ location. The insurance premium for each consignment valuing more than Rs.1/- lakh would be reimbursed.
11. It is the responsibility of the contractor to transport the spares, store, misc items, consignment, etc. from Airport/ sea Port to the godown and to arrange all required facilities like truck, man power, etc. and documentations for transport.
12. It is the responsibility of the contractor to arrange storage facilities, godown, etc. (minimum 200 sq.ft.) for storage of spares, stores, misc items, etc. till the same is delivered on board vessel or as per SCI instruction. Any charges arising out of storage should be borne by the contractor and no payment/ reimbursement will be made for the same.
13. It is the responsibility of the contractor to deliver the spares, stores, misc items, etc. on board vessel or designated location as instructed by SCI. The contractor should arrange all required documents/ formalities like Customs, CISF, PORT, etc. for delivery of spares, stores, misc items, etc. on board vessel at Kolkata/ Port Blair or at the designated location as instructed by SCI. The mode of transport for delivery of spares to vessel must be arranged by the contractor. SCI should not be responsible for delivery/ transport of spares from one location to another.

14. The contractor will be responsible to transfer the ship's spares from one ship to another at berth or in stream and also remove the spares from ships which are to be scrapped.
15. It is the responsibility of the Contractor to get the Delivery challan signed and stamped by Ship's officer and to submit the signed delivery challan along with the bills/ invoice. Invoice/ bills received without Delivery challan signed by Ship's officer will not be accepted.
16. The contractor will be responsible to handle scientific equipments/ Misc. Cargo from shore to vessel (loading) and ship to shore (unloading) at times by following customs/ port formalities. Port wharf age charges payable if any have to be paid by the contractor and same will be reimbursed at actual on submission of original receipts from competent authority and no other extra charges payable as additional subject to approval by the Corporation.
17. It is the responsibility of the contractor to make payment of amount/charges required for clearing of spares, stores, misc items form Airport/ sea port customs, airline, AAI, KOPT, etc. like D.O. Fees, CFS Charges, EDI, DMS Charges, AAI Charges, Port Charge, Demurrage charges, transport charges, storage charge, etc. till the same is delivered on board vessel at Kolkata Port/ Port Blair or location as instructed by SCI. No reimbursement will be made for the above charges and hence care must be taken by the contractor while submitting their offer in Price Bid.
18. The contractor is required to submit daily or weekly status of all consignments ('SCI JOB STATUS')
 - a. To confirm by reply the tentative clearance of consignment
 - b. Required 'Bond Cancellation' details periodically
 - c. Submit invoices/ bills in the first week of the month for the job completed in all respect and Delivery challan signed by Ship's officer.
 - d. Response phone calls by lifting/ pushing SMS or later calling back to know the important/ urgency of work.
 - e. Regarding Customs Duty/ IGST amount, Bill of Entry to be filed immediately to avoid extra charges of Customs/ IGST when processing payment through ICEGATE website.
 - f. Single Point of Contact Person to be nominated for dealing with SCI on daily basis to avoid mis-communication.
 - g. All efforts to be made to clear the ship's spares and deliver on board at the earliest.
 - h. No damage should be caused due to mis-handling of the shipments during delivery/ handling.

PART - I**SECTION – VII****Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port****LIST OF DOCUMENTS TO BE ATTACHED**

Sr. No.	Documents to be Enclosed	Please Tick (Yes/ No)
1	COPY OF ELECTRONIC REMITTANCE OF RS.1,770/- (RUPEES ONE THOUSAND SEVEN HUNDRED AND SEVENTY ONLY) TOWARDS TENDER FEE	Yes/ No
2	BID SECURITY DECLARATION	Yes/ No
3	COPY OF AUDITED ANNUAL REPORTS & GENERAL ACCOUNTS, P/L ACCOUNT, AND BALANCE SHEET FOR THE LAST THREE YEARS ATTACHED.	Yes/ No
4	COPY OF PARTNERSHIP DEED OR ARTICLE & MEMORANDUM OF ASSOCIATION	Yes/ No
5	PROOF OF OWNERSHIP/ LEASE OF THE FACILITY CENTRE, GODOWN/ STORAGE FACILITY, AIRPORT OFFICE, DOCK OFFICE ENCLOSED	Yes/ No
6	COPY OF REGISTRATION WITH MUNICIPAL/ PORT AUTHORITY FOR CARRYING SAID BUSINESS	Yes/ No
7	NAME AND ADDRESS PROOF OF AGENCY OFFICE, DOCK OFFICE, GODOWN/ STORAGE FACILITIES (SELF ATTESTED) ENCLOSED	Yes/ No
8	ORGANIZATION CHART	Yes/ No
9	COPY OF G.S.T. REGISTRATION CERTIFICATE ENCLOSED	Yes/ No
10	COPY OF CERTIFICATE ISSUED BY PROVIDENT FUND (P.F) AUTHORITY	Yes/ No
11	COPY OF E.S.I.C A/C NUMBER	Yes/ No
12	COPY OF PERMANENT ACCOUNT NUMBER (PAN CARD)	Yes/ No
13	COPY OF M.S.M.E CERTIFICATE WITH UAN NUMBER	Yes/ No
14	COPY OF DOCUMENTS TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CONTRACT/ MOU AWARD LETTER, CERTIFICATE ISSUED BY CLIENTS FOR WHOM SERVICE ARE BEING/ HAVE BEEN PROVIDED FOR THREE YEARS IN LAST FIVE YEARS ENCLOSED WITH RESPECT TO YOUR EXPERIENCE). LIST OF COMPANIES/ FIRMS	Yes/ No
15	COPY OF VALID C.H.A LICENSE REGISTRATION	Yes/ No
16	DETAILS OF CLIENT ENCLOSED	Yes/ No
17	DETAILS OF PUBLIC SECTOR/ GOVERNMENT ORGANIZATION/	Yes/ No

	SHIPPING COMPANY HELD AS CLIENTS. CERTIFICATE OF SATISFACTORY COMPLETION OF WORK ORDER ISSUED BY PRINCIPALS AND ATLEAST ONE COMPLETION CERTIFICATE ISSUED BY PRINCIPALS ENCLOSED	
18	AN UNDERTAKING LETTER FOR CONFIRMING AVAILABILITY OF FOLLOWING C.H.A FACILITIES: TELEPHONE, MOBILES, FAX, E-MAIL AND 24X7 ACCESSIBILITY FOR ANY CONSIGNMENT CLEARANCE, STORAGE AND TRANSPORTATION.	Yes/ No
19	DULY FILLED IN PROFORMA I,II & III	Yes/ No
20	POLICY AND GUIDELINES FOR REMOVAL/ SUSPENSION/ BANNING OF ENTITIES SIGNED BY THE SAME SIGNATORY WHO SIGNS THE TENDER DOCUMENT	Yes/ No

NOTE:

1. Any other certificate besides the above mentioned if deemed necessary can also be enclosed.
2. All the documents should be attached on the order mentioned above.
3. All documents to be serially numbered and total number of pages indicated on Covering Letter.

PART – I

SECTION – VIII

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

BANNING GUIDELINES

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 adopts best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors/ agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.

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

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

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

2.0 Scope:

- 2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.
- 2.2 The guiding principles and processes for
 - (i) Removal of an Entity from the list of approved suppliers / contractors
 - (ii) Suspension and
 - (iii) Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.

- 2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor /inadequate performance or for any other reason is outside the purview of these guidelines.
- 2.5 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3.0 Definitions:

In these Guidelines, unless the context otherwise requires:

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

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

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board. Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at 3.0 iii (a) and 3.0 iii (b) above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.
- 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.
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt./ CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10 Established litigant nature of the Entity to derive undue benefit;
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 Continued poor performance of the Agency in several contracts.

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

5.0 Initiation of Banning / Suspension:

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

6.0 Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

7.0 Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings

by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.

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

- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
- (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
- (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
- (iv) To submit recommendations to the Competent Authority for banning or otherwise.

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

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

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

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

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

9.0 Show-cause Notice:

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

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

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

- a. For exonerating the Entity, if the charges are not established or
- b. For removing the Entity from the list of approved Suppliers / Contractors, etc. or
- c. For banning business dealings with the Entity.

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

10.0 Appeals against the Decision of the Competent Authority:

- 10.1 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

11.0 Review of the Decision by the Competent Authority

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

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

- 12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.
- 12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.
- 12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13.0 These guidelines will form part of the Tender document

PART - I
SECTION – IX

Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

ANNEXURE – I

CAPABILITIES

1.	Experience in carrying out similar work for corporate, PSU, Government Organization, etc.	
2.	Experience in material/ consignment handling, storage and transportation like storage facility, arranging tools like fork lift, crane, truck, etc.	
3.	Experience in loading and unloading of spares in ships as Kolkata Port, Port Blair, and any other Port including all formalities.	
4.	Experience in Forwarding of material/ consignment vide courier service.	

Date:

Authorised Signatory
(with Official Seal)

ANNEXURE – II

FINANCIAL CAPABILITY

1.	Audited General Accounts for the last three years (Actual Balance sheet Profits & Loss Account for the last three years to be enclosed)	
2.	Turn-Over during each of the three years for carrying out works of similar nature 1. 2019 – 20 2. 2018 – 19 3. 2017 – 18	
3.	Net worth during last financial year (2019 – 20)	
4.	ITR for the last three years 1. 2019 – 20 2. 2018 – 19 3. 2017 – 18	

Date:

Authorised Signatory
(with Official Seal)

ANNEXURE – III

EXPERIENCE RECORDS

Sr. No.	Name(s) of the Client/ Contact person name & number	Type of Service/ Contract	Contract Period	Value of Contract
1				
2				
3				
4				

NOTE:

Please mentioned details of job executed with similar nature during the last three financial years (2017-18, 2018-19, 2019-20) a mentioned below:

1. One contract worth Rs. 9.70 lakhs Or
2. Two contracts worth Rs. 6.10 lakhs Or
3. Three contracts worth Rs. 4.89 lakhs.

Note: above figure are for Two years contract value. Please submit work order, contract copies, purchase order, etc as supporting documents.

Date:

Authorised Signatory
(with Official Seal)

ANNEXURE – IV

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 scan 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 Tenderer)

Full Name :

Designation :

Company Seal :

Place :

Date :

ANNEXURE – V

“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 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.

Place:

Signature of the Bidder

Date :

With rubber stamp of the Company

Enclosures:

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

ANNEXURE - VI

BID SECURITY DECLARATION

As per DoE's OMs No. F.9/4/2020-PPD, dated 12.11.2020, GOI, Ministry of Finance.

Date:

Tender No.:

To,

Senior Manager, I/C(P& R)

10th Floor, Shipping House

The Shipping Corporation of India Ltd,

13 Strand Road, Kolkata - 700001

Contact Number: 033 22543400 / 22543465 / 22543495

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will be suspended from being eligible for bidding in any further contract with the Corporation for the period of time of at least 2 years starting from date decided by the corporation, if we are in breach of our obligation(s) as state under :

- (a) Are involved in unfair practices and/or furnishing false information and /or is in violation of herein contained terms & conditions and /or withdraws submitted bid at any stage after due date of the tender submission; Or
- (b) In the event of withdrawal of our Bid before expiry of the validity period, either before or after conveying the acceptance of the offer; Or
- (c) Having been notified of the acceptance of our Bid by the Corporation during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with terms and conditions of the Tender.

We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

(Signature of the Tenderer)

Full Name :

Place :

Designation :

Date :

Company Seal :

THE SHIPPING CORPORATION OF INDIA LTD.*(A Government of India Enterprises)***PURCHASE & REPAIR DEPARTMENT****PRICE OFFER (PART – II)****(Page 1 of 3)**

Tender No: SCI/KOL/P&R/C&F/2020 dated (11.05.2021) (02.06.2021) 18.06.2021
Tender for Clearing and Forwarding of Ship's Spares at Kolkata Airport/ Sea Port

ALL INCLUSIVE RATES (EXCLUDING GST*)**CUSTOMS CLEARANCE AT AIRPORT/ SEA-PORT (KOLKATA)**

- 1 Clearing of Spares/ Consignment at Kolkata Airport (Customs)**
Note: Rate quoted to Include Customs, Port/CISF Clearing, Incidental Charges like D.O, CFS, EDI, DMS, Demurrage, etc. if any till the consignment is cleared from Airport (Customs)

Sr. No.	Description of Work	Weight in (KGs)	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	Weight of Spares/ Consignment	0 to 50 Kgs	10 No.		
b	Weight of Spares/ Consignment	51 to 100 Kgs	20 No.		
c	Weight of Spares/ Consignment	101 to 500 Kgs	20 No.		
d**	Weight over and above 500 Kgs (Please quote per Slab of 100 Kgs each)	Slab each 100 Kgs	01No.	`	

- 2 Clearing of Spares/ Consignment at Kolkata Port (Sea-Customs)**
Note: Rate quoted to Include Customs, Port/CISF Clearing, Incidental Charges like D.O, CFS, EDI, DMS, Demurrage, etc. if any till the consignment is cleared from Kolkata Port (Sea-Customs)

Sr. No.	Description of Work	Weight in (KGs)	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	Weight of Spares/ Consignment	0 to 50 Kgs	01 No.		
b	Weight of Spares/ Consignment	51 to 100 Kgs	01 No.		
c	Weight of Spares/ Consignment	101 to 500 Kgs	01 No.		
d**	Weight over and above 500 Kgs (Please quote per Slab of 100 Kgs each)	Slab each 100 Kgs	05 No.		

HANDLING, TRANSPORT & STORAGE

- 3 Handling, Transportation of Spares/ Consignment from Airport / Sea-Port (Customs) and & Storage at your Godown/ Warehouse/ Storage Place at Kolkata**
Note: Rate quoted to Include Customs, Port/CISF Clearing, Transportation, Godown Storage, Insurance, Incidental Charges, etc. if any till delivery of spares/ consignment to your Godown/ Warehouse/ Storage Place

Sr. No.	Description of Work	Weight in (KGs)	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	Weight of Spares/ Consignment	0 to 50 Kgs	10 No.		
b	Weight of Spares/ Consignment	51 to 100 Kgs	20 No.		
c	Weight of Spares/ Consignment	101 to 500 Kgs	20 No.		
d**	Weight over and above 500 Kgs (Please quote per Slab of 100 Kgs each)	Slab each 100 Kgs	05 No.		

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DELIVERY OF SPARES/ CONSIGNMENT TO VESSEL AT KOLKATA PORT					
4	Delivery of Spares/ Consignment to Vessel at Kolkata Port (KOPT) from your Godown/ Warehouse/ Storage Place and vice versa. <i>Note: Rate quoted to Include Customs, Port/CISF Clearing, Transportation (Taxi/ Lorry/ Truck), Insurance, Loading/ Unloading, Incidental Charges, etc. If any till Delivery to Vessel at Kolkata Port.</i>				
Sr. No.	Description of Work	Weight in (KGs)	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	Weight of Spares/ Consignment	0 to 50 Kgs	10 No.		
b	Weight of Spares/ Consignment	51 to 100 Kgs	10 No.		
c	Weight of Spares/ Consignment	101 to 500 Kgs	10 No.		
d**	Weight over and above 500 Kgs (Please quote per Slab of 100 Kgs each)	Slab each 100 Kgs	05 No.		
5	Delivery of Spares/ Consignment to Vessel at Kolkata Port (KOPT) from SCI office and vice versa. <i>Note: Rate quoted to Include Customs, Port/CISF Clearing, Transportation (Taxi/ Lorry/ Truck), Insurance, Loading/ Unloading, Incidental Charges, etc. If any till Delivery to Vessel at Kolkata Port.</i>				
Sr. No.	Description of Work	Weight in (KGs)	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	Weight of Spares/ Consignment	0 to 50 Kgs	01 No.		
b	Weight of Spares/ Consignment	51 to 100 Kgs	01 No.		
c	Weight of Spares/ Consignment	101 to 500 Kgs	01 No.		
d**	Weight over and above 500 Kgs (Please quote per Slab of 100 Kgs each)	Slab each 100 Kgs	01 No.		
DELIVERY OF SPARES/ CONSIGNMENT TO VESSEL AT POST-BLAIR/ HALDIA/ OTHER PORTS					
6	Delivery of Spares/ Consignment from SCI office, your Godown, Warehouse or Storage Place to Vessel at Port Blair/ Haldia/ Other Ports / Destination by Courier/ Sea/ Land Transport. <i>Note: Rate quoted to Include Customs, Port/CISF Clearing, Transportation (Taxi/ Lorry/ Truck), Courier Charges, Insurance, and Loading/ Unloading, Incidental Charges, etc. If any till Delivery to Vessel at Port Blair, Haldia & Other Ports.</i>				
Sr. No.	Description of Work	Weight in (KGs)	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	Weight of Spares/ Consignment	0 to 50 Kgs	10 No.		
b	Weight of Spares/ Consignment	51 to 100 Kgs	10 No.		
c	Weight of Spares/ Consignment	101 to 500 Kgs	10 No.		
d**	Weight over and above 500 Kgs (Please quote per Slab of 100 Kgs each)	Slab each 100 Kgs	05 No.		

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Charts/ Publications/ Printed Documents or Scientific Equipments or Misc. Items					
7	Delivery of Charts/ Publications/ Printed Documents from SCI Office/ Your Godown to Vessel at Kolkata Port/ Port Blair/ Haldia/ Other Ports & Vice Versa. <i>Note: Rate quoted to Include Customs, Port/CISF Clearing, Transportation (Taxi, Lorry, and Truck), Godown Storage, Insurance, Incidental Charges, etc. If any till Delivery to Vessel at Kolkata Port/ Port Blair/ Haldia/ Other Port/ Destination.</i>				
Sr. No.	Description of Work	Package/ Packet/ Load	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	KOLKATA PORT	Per PKT	01 No.		
b	PORT BLAIR	Per PKT	01 No.		
c	HALDIA & Other Ports/ Destination	Per PKT	01 No.		
8	Loading/ Unloading of Scientific Instruments/ Equipments/ Other Misc items (Returnable/ Non returnable) from SCI office/ Your Godown/ Storage place to vessel at Kolkata Port/ Port Blair/ Haldia/ Other Ports & Vice Versa: <i>Note: Customs approval to be obtained and delivered to above destinations by road transport/ courier/ sea transport as instructed</i> <i>Note: Rate quoted to Include Customs, Port/CISF Clearing, Transportation (taxi, lorry, truck, flight, sea, courier, etc.), Godown Storage, Insurance, Incidental Charges, etc. If any till Delivery to Vessel at Kolkata Port/ Port Blair/ Haldia/ Other Port/ Destination.</i>				
Sr. No.	Description of Work	Package/ Packet/ Load	Quantity in (NOs)*	Rates/ Unit (Rs)	Total Amount (Rs.)
a	KOLKATA PORT	Per Package/ Per Load (Full)	01 No.		
b	PORT BLAIR	Per Package/ Per Load (Full)	01 No.		
c	HALDIA & Other Ports/ Destination	Per Package/ Per Load (Full)	01 No.		

Applicable GST @ % (To be quoted)

Quantity in (NOs)* - Expected Lifting per Annum without commitment

d** - Calculation of Rates for Spares above 500 Kgs: Rates will be calculated by taking base rate of upto 500Kgs plus Slab rate per 100Kgs. **For example: Assuming quoted rate for weight 101 to 500 Kgs is Rs.xxx/- & quoted slab rate is Rs.yy/-, Then Total Rate = Rs. (xxx + yy) = Rs. zzz/-**

NOTE:

- Offer price to be submitted in separate sealed cover/ envelope and labelled as 'PRICE OFFER/ BID' and enclosed in third cover/ envelope along with Technical Offer/ Bid.
- All items to be quoted. Rates quoted must be all Inclusive rates excluding GST. Incomplete price offer is liable to be rejected.
- Only Applicable GST rates to be mentioned above and submitted along with the tender document.
- Price Offer/ Bid received in open letter will be summarily rejected.

Place:
Date:

Signature of Competent Authority with
Company Seal