



The Shipping Corporation of India Ltd.
(A Government of India Enterprises)
Fire & Security Department (022-2277 2034)
“Shipping House” Mezzanine Floor, 245, Madame Cama Road, Nariman Point, Mumbai-400021



The Shipping Corporation of India Ltd.

E-Tender for Comprehensive Annual Maintenance Contract of Portable Fire Extinguishers at Shipping House

F&S/ PFE/2021/1

(E-Tender No: RFX 9000030721)

Due Date: 19.03.2021: 1700 Hrs IST

Tender Fees: Rs 590/-

Earnest Money Deposit (EMD): To be submit declaration in prescribed format

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this Tender, please visit our website <https://etender.sci.co.in> .

For Detailed Guidelines on participation in e-tender, refer “**Ready Reckoner for Tenderers**” link on the website.

Tenderers, who wish to participate should request for User ID and password by registering on the website.



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PART - I

SECTION – I:GENERAL INFORMATION

(1.0). E-Tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “The Corporation”) from OEMs /experienced & reputed firms in the field of Manufacture & Maintenance of Firefighting systems to undertake Comprehensive Annual Maintenance Contract of Portable Fire Extinguishers located at Shipping House, 245 Madame Cama Road, Mumbai, 400021.

(2.0) The tenderer should have at least two years relevant experience in the preceding Seven years in the said business, as of the date of issuance of tender.

(3.0) TENDER FEES

3.1 A Non – refundable Tender fees of **INR 500/-+ INR 90 (18 % GST) = Total Rs. 590/- (Total Rupees Five hundred and ninety only)** should be paid to the Corporation’s Bank Account on or before due Date and Time, to participate in this e-tender. Tenders received without tender fee will not be accepted. Scan copy of payment receipt (Bank Remittance Copy) should be uploaded along with technical offer. The bank details of the Corporation’s account are as follows:

Name of Account	: M/s. THE SHIPPING CORPORATION OF IND LTD
Bank Name	: Indian Bank, Nariman Point, Mumbai
Account No.	: 416197198.
RTGS/NEFT IFSC	: IDIB000N052
MICR	: 400019020

3.2 Micro, Small and Medium Enterprises (MSMEs) registered with Ministry of Micro, Small and Medium Enterprises are entitled for exemption in depositing Tender fees as per the Government of India directives.

(4.0) DUE DATE: Tenderer is required to submit their responses/bids, before the Due Date and time of submission i.e. before **1700 hrs on 19/03/2021**. Tenderer should submit their responses before the submission deadline and should not wait till the last minutes, as the tender would be closed as per system time and uploading of responses will not be possible in case deadline expires/ceases.

(5.0) The detailed Tender is available on our e-tender website/portal i.e. <http://etender.sci.co.in>. The encrypted tender document is published over portal for tenderers to participate. Tenderers need to register themselves to participate in e-tender (they will receive system generated user id



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and password, for logging into the e-tender portal). Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>.

(6.0) Tenderer shall submit their response against the tender on the portal only, duly digitally signed by them, which gets saved in the system, in encrypted format. No manual / postal / Email / Fax offers will be entertained/accepted. The technical offer & price offer uploaded (submitted) on the portal by tenderers are protected and cannot be viewed & downloaded by any of the corporation's employees. The dealing officer can view/download the same (Technical offers & Price offers of technically qualified parties) only after opening of technical & price offers respectively by tender processing committee, which can be witnessed by the participating tenderers. All the tenderers who submit their response will get intimation of corrigendum, technical offer opening and price offer opening of the tender, by system generated e-mail.

(7.0) BROAD INSTRUCTIONS FOR FILLING/SUBMITTING THE TENDER ON THE PORTAL: The Tender response/bid for subject tender (RFx No.9000030721) has to be uploaded in two parts:

a) **Part-I (Technical Offer) includes (available in Technical RFx>Folder>Public>Technical Docs): -**

- i) SECTION – I: GENERAL INFORMATION
- ii) SECTION – II: ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)
- iii) SECTION – III: GENERAL TERMS AND CONDITIONS
- iv) SECTION – IV: FORM OF PARTICULARS
- v) SECTION – V: SCOPE OF WORK & DUTIES & RESPONSIBILITES
- vi) SECTION – VI: BANNING GUIDELINES
- vii) SECTION – VII: LIST OF DOCUMENTS TO BE ATTACHED
- viii) SECTION – VIII: BID SECURITY/EARNEST MONEY DEPOSIT DECLARATION
- ix) SECTION – I X: GUIDELINE FOR ELIGIBILITY OF A 'BIDDER' FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA DECLARATION

Note: Tenderer should ensure before scanning and uploading that, all the pages of the tender document and attachments are serially numbered, signed and stamped and total number of pages indicated in the covering letter. Also, size of each file being uploaded on the portal should be less than 30MB each.

b) Part – II (Price Offer) (available in “Notes & Attachments” tab in the form of Excel sheet) includes - Part II – Price Offer Form for submission of quotations for Comprehensive AMC of Portable Fire Extinguishers.

(8.0) Tenderers are requested to submit the tender documents as follows:

a) “Technical Offer” consisting of Part – I (Section I, II, III, IV, V, VI, VII, VIII, IX) are available in “Technical RFx>Folder>Public>Technical Docs” on the Portal. Tenderers are requested to download



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the “Technical Offer” (Part I) and save the files on their computer. Fill in all details / information required, and print them. These print outs shall then be duly filled, signed and stamped on each page. All documents, certificates, authorization letters as required in the tender shall also be scanned after affixing sign and seal on each page. Size of each file being uploaded on the portal should be less than 30MB each. Thereafter, all these documents shall be digitally signed and stamped and uploaded / saved on the portal one by one after affixing digital signatures.

b) Technical offer (Part I) along with all required documents (including all documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender) shall be signed with Class III-B digital signature procured from the licensed CA only and uploaded in “Technical RFX” folder of the tender, on the Portal.

c) Price Offer” consisting of Part – II is available under “Notes & Attachments” Tab. First the Tenderers should download the price offer document uploaded by SCI. This file is in excel format and contain editable cells. Tenders should make their submissions (i.e. rates) only in the editable cells. No other change shall be done in this provided format. This file thereafter shall be saved (only in excel format). This file then shall be digitally signed and uploaded / saved (only in provided excel format) on the portal in the RFX response as attachment. Kindly note this file shall not be scanned and uploaded. Tenderers shall ensure that “Price Offer – Part II” are not uploaded in “Technical RFX” folder of the tender on the Portal.

e) Tender documents, downloaded from our e-tender website/portal, shall be downloaded in toto, repeat 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 the 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.

f) For detailed guidelines, kindly refer “Ready Reckoner for Tenderers” available on e-tender portal. Once the technical offer is filled in, sealed and signed, documents pertaining to the tender are scanned and kept ready for upload and quotations are filled in Price offer files, the vendor may upload the above files and attachments in the requisite places. Kindly note, to keep your complete tender documents and attachments ready for upload along with login id and password. All the documents and attachments will need to be digitally signed while uploading. It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.

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



Create RFx Response > Technical RFx response >

- (i) Index – (upload cover letter, if any)
- (ii) Tender Docs – (Technical Offer)
- (iii) Certificates – (All other documents, certificates, authorization letters as mentioned in the tender)
- (iv) EMD – (copy of declaration)
- (v) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)

(9.0) POLICY AND GUIDELINES FOR REMOVAL / SUSPENSION / BANNING OF ENTITIES: The tenderer shall submit the tender along with the Banning Guidelines, issued along with the tender document (Part I (SECTION - VI)), duly signed on all pages and details filled in properly. 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 and/or without details filled in, shall be rejected.

(10.0) ASSESSMENT OF TENDER:

10.1 The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising of 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 the tender shall be rejected / disqualified. “Price Offer” of the aforesaid rejected /disqualified tenders 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 up and all documents of the Technical Offer - Part I, must be enclosed with the tender.

10.2 Once a tender is accepted on technical grounds, then selection among such technically qualified tenderers would normally be only on the basis of prices quoted. However, the Corporation reserves the right to reject/disqualify all/any of the technically qualified tenders, and the decision of the Corporation in this regard shall be final and binding. Tenderers are requested to quote their best and final offer. No revised offer shall be entertained.

(11.0) MICRO AND SMALL ENTERPRISES CLAUSE: 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 directive for MSMEs. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are



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mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.

(12.0) VALIDITY: The rates given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case when processing/acceptance of the tender takes more than six months, the Tenderer who wishes to withdraw their Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing their Price Offer, else the rate will hold valid till finalization of the contract. During the validity of the quotation, in case the tenderer increases its Price Offer, the tender would be liable to be rejected.

Note: Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

(13.0) Designation and contact details of person for this tender is:-

Chief Fire & Security Officer, F&S Department

The Shipping Corporation of India Ltd

Mezzanine Floor, “Shipping House”,

245 Madam Cama Road, Nariman Point

Mumbai – 400 021. INDIA.

022 22772034, email - phanindra@sci.co.in

-----Section I of Part I ends here -----



SECTION - II

ESSENTIAL CONDITION –ELIGIBILITY CRITERIA

- 1.0** The Tenderer should have at least Two Years relevant experience in the preceding seven years before the date of publishing of tender, of undertaking similar work in office premises of Government Organizations/Departments, PSUs, PSBs and Reputed Large Private Companies/Corporations of turnover more than 500 crores. The tenderer must submit work completion certificate along with work orders from his client to substantiate the work experience. In case the tenderer is unable to enclose the work completion certificate, it will not be considered as experience
- 2.0** The Tenderer must have ‘Positive Net Worth’ as per audited financial statements for the latest financial year (i.e.2019-20)
- 3.0** The Tenderer should have an average annual turnover of minimum Rs. 33,750/- for last three years, ending 31st March of the previous financial year (i.e. 2019-20).
- 4.0** The Tenderer should have their own/leased office & infrastructure at Mumbai Metropolitan Region (MMR). Either, supporting documents like electricity bill/ water bill/ municipality receipts etc. in the name of firm if owned or a valid Commercial Leave & License Agreement should be enclosed.
- 5.0** The tenderer should have ISO 9001 Certification & valid Fire license from the local authorities
- 6.0** The tenderer is requested to do the site survey of our location and submit the site survey report prepared, in the company letterhead, duly signed by their Authorized signatory and stamped with company seal, along with their technical Bid. The tenderer should visit our premises during working hours i.e. 10 a.m. to 5 p.m. (Monday to Friday) for site survey, prior to submitting his bids, to ascertain for himself the exact scope of work.
- 7.0** Tenderer should submit declaration on the company letterhead, that he was never banned and/or blacklisted and/or any punitive action taken against his firm, during last seven years considered from due date of tender. In case, the tenderer has been banned / blacklisted / punitive action has been taken against him/them, the tenderer shall submit the details of the case for the consideration of the Corporation. The Tenderer shall also enclose the details of all ongoing punitive action against him/them on the due date of tender.
- 8.0** Tenderer should be registered with statutory authorities in Mumbai and should have a, GST, PAN Card, Shops & Establishment Registration Certificate, etc.



9.0 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. In this regard, a copy of MSME / NSIC certificate may be submitted. 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 directive for MSMEs.

10.0 The tenderer needs to fill up, seal stamp & sign the checklist attached at SECTION – VII.

11.0 Copy of all documents mandated at serials 1.0 to 10.0 above shall be submitted along with the tender to prove the eligibility criteria

-----Section II of Part I ends here -----



SECTION – III

GENERAL TERMS AND CONDITIONS

(1.0) The tender should be uploaded before submission date mentioned on the portal, i.e. not later than **1700 hours on 19.03.2021**.

(2.0) AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS. The Corporation, at its discretion, may extend the due date for submission of bids; but the tenderer’s first submission of tender shall be the final proposal. Tenderer shall neither be allowed to change or modify the submitted bidding documents by any amendments, nor be allowed to submit more than one tender during the validity of the tender due date, including extensions period of tender due date.

(3.0) PERIOD OF CONTRACT. The period of contract arrangement shall be for two years from the date of contract commencement as decided by Corporation’s management. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period at the same terms and conditions. However, the rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

(4.0) RATES.

4.1 All rates will be treated as firm/fixed for entire period of the contract arrangement. No enhancement in rates will be allowed for any reason whatsoever, during the contract period or extension period, if opted.

4.2 Quotation should be for **“Tender for Comprehensive Annual Maintenance Contract of Portable Fire Extinguishers at Shipping House”** on **“All Inclusive Basis”**. The rates should be quoted excluding Goods and Service tax. However, percentage of GST tax applicable should be shown clearly by the bidder, wherever applicable.

4.3 Rates should include handling charges, delivery charges & other incidental charges (if applicable). However, tenderer is required to quote Taxes, as applicable, separately in the column provided in the Price Offer Part-II.



4.4 Tenderers are requested to indicate their best rates together with maximum discount in the very first instance, since further negotiations after opening price offers is entirely at the discretion of the Corporation and may or may not take place.

4.5 Tenderers are advised to exercise greatest care in entering the rates. No excuse that mistake has been made or requests for rates to be corrected will be entertained after the quotations are opened. Corrections, if any, should be initialed by the person signing the tender form before submission, failing which the rates for such items may not be considered.

4.6 This is a non-exclusive contract. The Corporation reserves the right to obtain repairs & maintenance services covered under this tender from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the tenderers.

4.7 The estimated quantity shown in the Price Offer Part - II is for indicative purpose only and without any commitment from the Corporation. The tenderer should visit our premises during working hours i.e. 10 a.m. to 5 p.m. (Monday to Friday) for site survey, prior to submitting bid, to ascertain for the exact scope of work and submit a site survey report on their letter head duly signed by authorized person.

4.8 The Rates quoted / negotiated by the Contractor shall remain firm during tenure of the contract/ extended period of contract and NO ESCALATIONS whatsoever shall either be claimed or considered except as mentioned at clause 4.9 below.

4.9 Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be revised subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

(5.0) EARNEST MONEY DEPOSIT:

5.1 There is no EMD to be submitted for this tender. However, the Bidders must enclose with their offer a signed Bid Security Declaration as per format enclosed at Section VIII of Part I.

5.2 Micro, Small and Medium Enterprises (MSMEs) shall be entitled for all the benefits and preferences as per Government of India directives.

IMP: TENDERS RECEIVED WITHOUT TENDER FEE BID SECURITY DECLARATION AS PER SECTION VIII ARE LIABLE TO BE REJECTED



(6.0) DISQUALIFICATION

The tender is liable to be disqualified if:

- (a) Not submitted in accordance with terms and conditions of the Tender documents.
- (b) 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. .
- (c) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- (d) The Tenderer qualifies the tender with his own conditions.
- (e) Tender received in incomplete form including price schedule.
- (f) Tender received after due date and time.
- (g) Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- (h) Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- (i) Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers; then all such Tenderers are liable to be disqualified.
- (j) 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.
- (k) The Tenderer is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c of FY 2019-20, submitted with the tender. For proprietorship firms, proprietor's balance sheet may be submitted.
- (l) Not accompanied by all requisite documents as per eligibility criteria.
- (m) Canvassing in any form shall lead to disqualification.
- (n) If tenderer is found to be in arrears or default with regard to payment of dues to Dock Labour Board/Pool and other concerned Government Agencies.

(7.0) BILLING

7.1 Payment of bills shall be made quarterly.

7.2 The contractor should submit GST complaint bills, complete in all respects and to the Centralized Bills Receipt Cell (CBRC) at the Head Office of the Corporation at Mumbai, accompanied by :-

- i) Copy of the SAP generated Work order (P.O.) from the user dept of the Corporation specifically mentioning SAP code of each activity.



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ii) Original receipted Work Done Certificate 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 date of delivery / service receipt and other relevant document such as screenshot of GSTN upload, indicating referred bill number & tax claimed, else bill will not be considered for further processing.

7.3 Bill shall be payable after completion of work and the Bills Section shall settle same **within 120 days from the date of receipt of** the Bills complete in all respect.

7.4 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.

7.5 The Corporation expects the Contractor to service the contract in the right spirit and bill the Corporation correctly. Failure to do so may compel the Corporation:-

- 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 Amount.

(8.0) Micro and Small Enterprises Clause: 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 directive for MSMEs. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.

(9.0) GST:

9.1 Registration & GST Rate

- a) Bidder 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 vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders 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.

9.2 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: as below

MUMBAI	Maharashtra	27AAACT1524F1ZQ
KOLKATA	West Bengal	19AAACT1524F1ZN
CHENNAI	Tamil Nadu	33AAACT1524F1ZX
DELHI	Delhi	07AAACT1524F1ZS

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.

9.3 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/contractor along with interest & penalty levied/ leviable on CORPORATION.

c). In case of discrepancy in the data uploaded by supplier 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 supplier of the same. Supplier 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.

9.4 Penalty for Non-compliance of GST Act. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

9.5 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 agency 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.

(10.0) EVALUATION

10.1 Tenderers must quote for all the items in the tender schedule. In case tenderer does not quote for all items, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.

10.2 The total financial implication will be used to decide order of competitiveness. GST will not be considered to decide competitiveness **Conditional offers/ discounts will not be taken into account for the financial evaluation.**

10.3 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.

10.4 The contract shall be awarded to **Single** successful tenderer.

10.5 Negotiations may also be carried out with L1 party.



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

(12.0) The estimated requirement furnished in the Part – II (Price Offer) is indicative only and the same is without any commitment from the Corporation

(13.0) Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.

(14.0) Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer’s capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above.

(15.0) The tenderers with whom the Corporation has dealt with earlier, may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation’s sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation’s legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.

(16.0) The Corporation reserves the right to claim damages charges, of which Corporation shall be the sole judge, in respect of delays occurred its operations directly or indirectly due to the failure/default on the part of contractor in carrying out the responsibilities/ duties efficiently and promptly.

(17.0) The contractor shall be responsible to the Corporation for damages arising out of or in consequence of negligence on the part of the contractor or any of his staff/ servants, to any third party. The contractor shall also be responsible to the Corporation for claims arising out of any accident resulting in bodily injury or death of third-party, the Corporation and the tenderer.

(18.0) The submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged/misunderstood any conditions.

(19.0) RISK PURCHASE CLAUSE. If any time during the currency of the contract we find that:–



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- a) Contractor has failed to arrange services from the date of commencement of the contract, or
- b) The services are not arranged in time, or assigned job has not been completed in time, or
- c) The services rendered by the contractor are found unsatisfactory, or
- d) The services do not confirm to the quality/ specifications indicated in the contract

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

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

- (a) Involved in wrongful billing
 - (i) To issue a warning letter for first contravention and recover the excess amount billed.
 - (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
 - (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount.
- (b) Not rendering service as per the provisions of the Contract
 - (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
 - (ii) For the second contravention, a monetary penalty will be imposed equal to 1% of annual contract value. This is to be paid by way of a bank draft for the said amount, drawn in favour of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.
 - (iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited.

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

- a) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- b) The tenderer commits any breach of the terms of this contract / tender document.
- c) If any charge sheet is filed by a Competent Authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- d) The Contractor is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines (Section-VI).



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- e) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.
- f) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- g) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.

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

(22.0) BANNING GUIDELINES: The tenderer shall submit the tender along with “Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)”, issued along with the tender document (SECTION-VI), 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.

(23.0) Any Tenderer from a country which shares a land border with India will be eligible to bid in this tender only if it confirms its acceptance and also complies with the provisions of the “Guidelines for eligibility of a ‘Bidder’ from a Country which shares a land border with India” enclosed at (Section IX) of Part I of this document. The Tenderer is required to submit the undertaking enclosed therein.

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

(25.0) If there is a change in the name of the tenderer’s firm/ company etc. arising out of:

- i) Merging with some other company or
- ii. Collaboration with some other company or
- iii. For any other reason

or, if any changes take place in the proprietorship or partnership of the tenderer’s firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments



will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of change(s), the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation’s Management.

(26.0) EXIT CLAUSE. The CORPORATION at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days notice to the contractor.

(27.0) SECURITY DEPOSIT / PERFORMANCE GUARANTEE

26.1 The successful tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract or Rs. 10,00,000/- (Rupees Ten Lakhs only) whichever is less, in the form of Bank Guarantee of any Scheduled 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

27.2 In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit/Performance Guarantee shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.

27.3 In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit/Performance Guarantee shall stand forfeited.

27.4 No interest shall be payable on the Security Deposit/Performance Guarantee.

27.5 The Corporation shall also be entitled to make recoveries from the contractor’s bills, Security Deposit/Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

27.7 The Security Deposit/Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

(28.0) VALIDITY

28.1 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.



28.2 In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

(29.0) SECURITY CLAUSE

29.1 While evaluating tenders regard would be paid to national defence and security Consideration.

29.2 The tenderer will be responsible to the Corporation for ensuring that employees, material and stores being used by them do not pose a threat to the Corporation.

29.3 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.

(30.0) EMPLOYMENT OF WORKERS It has to be clearly understood by the tenderer/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the tenderer/s to perform the contract if awarded, shall be the employees of the tenderer/s and the tenderer/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the Corporation shall in no way be liable for the same. The tenderer/s shall also comply with all the provisions under the laws of the land pertaining to his/ their workers and their employment for the purpose of performing the contract if so awarded against this tender and the tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

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

a) No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Contractor and specifically communicated as a Waiver;

b) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice, to insist upon the strict adherence of the attendant obligations of the Contractor and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

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



including any liability that may arise out of accident, whether by the employees of the Contractor or by third party. The Contractor shall also indemnify the Corporation and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

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

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

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

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

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

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of 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.

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

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



35.1 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.

35.2 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).

35.3 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.

35.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

34.5 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.

35.6 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.

35.7 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.

35.8 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.

35.9 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.



35.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.

34.11 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.

35.12 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.

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

(37.0) ARBITRATION Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the Corporation. The venue of the said Arbitration shall be at **Mumbai 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.

(38.0) DEFINITIONS

- A. The terms “**CORPORATION**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”
- B. The term “**TENDERER**” shall mean and include the person, firm or a body corporate which is submitting it’s tender.
- C. The term “**CONTRACTOR**” shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.



(39.0) DECLARATION

- (a) I/We _____ am/are the sole proprietor/Manager of _____ and authorized to submit this tender on behalf of my/our company/firm.
- (b) It is certified and declared that I/we have read, understood and accepted the terms and conditions of this tender in totality, and have thereafter submitted my/our tender.
- (c) I/We declare on solemn affirmation that whatever information is submitted in this tender is true and correct to the best of my knowledge and belief.
- (d) I/We hereby certify that my/our company/firm has not been banned and/or blacklisted by any office/department/undertaking of the Govt. of India, at any time under any contract.
- (e) I undertake and confirm, not to have made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and not committed any offence under the Prevention of Corruption Act in connection with the bid.

Place:

(Signature of the Tenderer

Date:

with Rubber Stamp of the Firm)

N.B. - This declaration to be duly signed by Authorized person with company seal and to be submitted along with the technical response.

-----Section III of Part I ends here -----



SECTION – IV

FORM OF PARTICULARS

Sr No	PARTICULARS	DETAILS
1.	a) Name and address of the company and its principal place of business: - Telephone Number(s): - Mobile Number(s): - Fax Number(s): - E-mail and web Address: -Toll Free No. (b) If a subsidiary Company, Name and address of the holding Company:	
2.	(a) Year & Date of Establishment:	
3.	Status of the company - Whether Proprietorship / Partnership / Private or Public Limited Company? [Please enclose copy of: Partnership Deed/ Memorandum and Article of Association]	
4	Names of Proprietors / Partners / Directors and their other business, if any.	
5	Latest Organizational Chart [Please enclose copy]	
6	Name(s) of Banker(s) and their addresses.	
7	Please attach a latest (not older than 6 months before the due date of tender) certificate from your Bankers about your financial status, solvency and credit facility available to you.	
8	Whether your firm is registered under Competent Authority/ Municipal Act and / or Shops and Establishment	



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	Act. [Please attach copy of registration] (If no, state reasons)			
9	Whether your firm is registered under GST. [Please furnish the registration number (Please attach copy)] (if no, state reason)			
10	DETAILS OF EXPERIENCE:			
	a) Names of important customers and period of contract with them, if any. Please indicate volume of business during the previous three years. (Attach separate sheet, if required)	Com pany	Period of contract	Volume
11.	Please specify details of Own Commercial Office in Mumbai Metropolitan Region. (Please attach documentary evidence, like electricity bill/ water bill/ municipality receipts etc) (including communication facilities)			
12	Permanent Account Number (PAN) of your company. (Please attach copy) Copy of audited Profit & Loss A/c and Balance Sheet for the last three financial year.	PAN No.: _____		
13	Whether your firm has been disqualified by any Shipping Company at any time in the past for <u>similar tender</u> . If yes, state reasons.			
14	Whether your firm has been disqualified by the SCI at any time in the past <u>for this particular tender or for any other tender</u> . If yes state reasons.			
15	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. (If Yes, give full details)			
16	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as <u>DGM or higher level</u> in the preceding two years as on bid closing date.			



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	<p>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.</p> <p>Role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made should be clearly spelt out.</p>	
17	Particulars of Demand Draft or Particulars of Electronic Remittance enclosed with the Technical Tender.	Tender Fee: D.D. No. _____ Drawn on _____ Dated _____
18	EMD	Bid Security declaration to be submitted with Technical offer as per section VIII.

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

Date: _____

(Signature of Tenderer)

Place: _____

NB: This form to be submitted along with technical response duly signed and sealed.

-----Section IV of Part I ends here -----



SECTION – V

SCOPE OF WORK & DUTIES AND RESPONSIBILITIES

1. The details of Portable Fire Extinguishers available/to be maintained at Shipping House are enumerated below: -

<u>Ser</u>	<u>Extinguisher</u>	<u>Quantity</u>
1	(6 Kg) ABC Dry powder stored pressure type portable fire extinguishers	77
2	(4.5 Kg) CO2 portable fire extinguishers	44

2. The Comprehensive Annual Maintenance Work on portable fire extinguishers shall be undertaken as per stipulations in **IS 2190: 2010** and will include:

(i) Hydraulic Pressure Testing of Portable Fire Extinguishers (when due)

Note: The Exact quantity of Portable Fire Extinguishers to be pressure tested, may be ascertained before bidding.

(ii) Performance Testing (Discharge/Gas Cartridge) as mandated

(iii) Refilling & Operational Testing of Portable Fire Extinguishers as per Schedule

(iv) Servicing (i.e. Overhauling, Re-painting, Re – labelling) of Portable Fire Extinguishers,

(v) Replacement of defective accessories, spare parts. etc. as per requirement, at no cost to SCI, whatsoever.

(iv) Imparting training to staff member in respect of operation of Fire Extinguishers at the time of refilling by operating the Fire Extinguisher to be refilled.

2. All the extinguishers installed in the premises should be subjected to detailed inspection as per the check list (applicable for monthly inspection) and after thorough examination and rectification, if found suitable, be re-charged and put in service.

3. The maintenance, inspection and testing of all extinguishers in respect of mechanical parts, extinguishing media and expelling means should be carried out by properly trained and competent personnel at frequent intervals, but at least once a month, to ensure that these are in their proper condition and have not been accidentally discharged or lost pressure or suffered damage.



4. All the extinguishers installed in the premises should be subjected to detailed Quarterly inspection as per procedure mandated.
5. Over and above the quarterly inspection, all the extinguisher shall be subjected to a more thorough inspection at least once in a year, as per procedure mandated
6. Maintenance, servicing, and recharging shall be performed by trained persons having available the appropriate servicing manual(s), the proper types of tools, recharge materials, lubricants, and manufacturer’s recommended replacement parts or parts specifically listed for use in the fire extinguisher.
7. During maintenance work, if there is any damage to the components of the Portable Fire Extinguishers, the contractor will be held responsible for the same and he will have to arrange for the replacement of damaged parts with new one, free of cost to keep the system in working condition.
- 8 All workers/technicians engaged by the contractor shall be skilled and technically qualified / experienced for carrying out the maintenance/repair work. The Workers/ technician visiting the site should-carry proper identity card and authority letter to carry out servicing
9. The contractor should not directly or indirectly sublet the contract to any other subcontractor/agency/person.
10. **DECLARATION.** I / We have inspected the above systems installed at Shipping House, 245 Madame Cama Road, Nariman Point Mumbai and have fully acquainted myself with present status / functioning of the system and local conditions in and around the buildings. I / We hereby declare that, I / We have gone through the scope of work, BOQ and terms and conditions mentioned in the tender and understood the same, and on the basis of the same. I / We have quoted our rates. The quoted rates are exclusive of GST.

Vendor’s signature with seal

-----Section V of Part I ends here -----



SECTION – VI

Policy and Guidelines for Removal / Suspension / Banning of Entities

1.0 Introduction.

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

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

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

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

2.0 Scope:

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

2.2 The guiding principles and processes for

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

(ii) Suspension and

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



- 2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- 2.4 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3.0 Definitions:

In these Guidelines, unless the context otherwise requires: -

- i. The Expression ‘Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor / Agent/ Entity’ includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- ii. ‘Inter-connected Entity’ shall mean two or more companies having any of the following features: -
- If any or all of the Partner(s) / Functional Director(s) are common,
 - If the Management is common,
 - If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- iii. ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:
- For banning any Entity, Indian or foreign, the “Competent Authority” would be a “Committee of Directors” comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions. The Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

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

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



- c. For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

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

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

4.0 Grounds for initiation of Banning Business Dealings:

- 4.1 If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair /unethical practices, formation of cartel with other entities with a view to artificially hike the prices
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning may also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual obligations.
- 4.10 Established litigant nature of the Entity to derive undue benefit.



- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation’s properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity’s part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 delete to be added as "Failed to honor the bid without sufficient grounds"

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

5.0 Initiation of Banning / Suspension:

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

6.0 Suspension of Business Dealings during Investigation period:

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



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

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

7.0 Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.



- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings as referred in Clause 5 above. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.
- 8.0 Show-cause Notice:**
- 8.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- 8.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- 8.3 If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.
- 8.4 The Competent Authority may consider and pass an appropriate order:
- a. For exonerating the Entity if the charges are not established or
 - b. For removing the Entity from the list of approved Suppliers / Contactors, etc. or
 - c. For banning business dealings with the Entity.
- 8.5 The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.
- 9.0 Removal from List of Approved Entities - Suppliers/Contractors, etc.:**



9.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban for a period of one (1) year or for the balance period of the contract whichever is longer.

9.2 The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.

10.0 Appeals against the Decision of the Competent Authority:

10.1 No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry's advice

10.2 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be made within one month from the date of receipt of the order banning business dealing, etc.

10.3 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

10.4 Duration of Banning: Ordinarily the period for which an Agency is banned should not be less than six months and should not exceed 2 years. However, in extraordinary circumstances the period can be more than 2 years.

11.0 Review of the Decision by the Competent Authority:

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

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

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

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



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

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

13.0 Effect of Banning and Suspension of an Entity:

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

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

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

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

14.0 Revocation:

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

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

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

These guidelines shall be applicable for and be part of the Tender document

-----Section VI of Part I ends here -----



SECTION – VII

CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER

1)	Tender Fees of Rs. 590 /- (In the form of Demand Draft / Pay Order to SCI, Mumbai)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	Declaration of Earnest Money Deposit	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	Partnership Deed/ Memorandum & Article of Association (as applicable)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	Organizational Chart of your company	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	Latest Banker’s Certificate about financial status, solvency and credit facility available(not older than 6 months before the due date of tender)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	Copy of ISO 9001 certification	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	Fire License issued by Maharashtra Fire Brigade	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	Copy of certificate registration under Municipal/Shops and Establishment Act	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	Copy of GST Registration No.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10)	Proofs of similar work provided during the period of previous Two Years in preceding seven years.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	Details of own/leased commercial office in Mumbai Metropolitan Region. (Please attaché documentary evidence, like electricity bill/ water bill/ municipality receipts etc)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	Copy of PAN Card	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	Copy of Balance Sheet and P/L A/c of last 3 years	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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.

-----Section VII of Part I ends here -----



SECTION- VIII

Tender for Comprehensive Annual Maintenance Contract for Portable Fire Extinguishers at Shipping House:

Due Date: 19/03/2021

BID SECURITY (EARNEST MONEY DEPOSIT) DECLARATION

We the below mentioned tenderer for the (captioned tender) / “Tender for supply of” hereby certify that we have read and understood all terms and conditions (both Part I and Part II) of the tender and hereby agree and accept them unequivocally, including corrigendum/addendum issued, if any.

We further affirm that our bid/tender submission is earnest and we understand and hereby accept that the validity period of our bid is as per terms and conditions of the tender and also agree to the fact that if we withdraw or modify our bid during its validity or fail to submit a Performance Bank Guarantee/Security Deposit within 15 days from the date of intimation of award of contract or if we have been awarded the contract and we fail to sign the contract, we shall stand suspended from participating in all tenders of the corporation for a period of two years effective from the date decided by the Corporation.



SECTION - IX __

“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;



The Shipping Corporation of India Ltd.
(A Government of India Enterprises)
Fire & Security Department (022-2277 2034)

“Shipping House” Mezzanine Floor, 245, Madame Cama Road, Nariman Point, Mumbai-400021

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:
Date :

Signature of the Bidder
with rubber stamp of the Company

Enclosures:

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

-----Section IX of Part I ends here -----