



Navratna Company
(ISO 9001:2015, ISO 14001:2015
& ISO 45001:2018 Certified)

भारतीय नौवहन निगम लिमिटेड

(भारत सरकार का उद्यम)

पंजीकृत कार्यालय: शिपिंग हाउस, 245 मादाम कामा रोड, मुंबई - 400 021.

फोन: 91-22 2202 6666, 2277 2000 • वेबसाइट: www.shipindia.com

The Shipping Corporation Of India Ltd.

(A GOVERNMENT OF INDIA ENTERPRISE)

Regd. Office: Shipping House, 245, Madame Cama Road, Mumbai-400 021.

Ph: 91-22 2202 6666, 2277 2000 • Website: www.shipindia.com



सीआईएन/CIN-L63030MH1950G01008033

Date: 23.08.2024

Ref. No.: SCI/B&T/DD/SWARNA MALA IFB/2024-25

Dear Sirs,

Sub: - Dry-Docking/Repairs of MT SWARNA MALA IFB/2024-25

We intend laying up the captioned vessel for dry-docking and associated repairs **tentatively around LAST WEEK OF OCTOBER 2024.**

- 1.0 Shipyards are requested to read these terms & conditions very carefully before submitting their bids. By submitting their bids in the e-tendering portal of SCI, yards hereby agree to be bound by these terms & conditions. Any additional or different terms & conditions in relation to the subject matter through any written or oral communication from the shipyards to SCI are void. In case, the empanelled yard has more than one DD/repair facility at different locations, Yard to specify clearly in the covering note, which DD/Repair facility to be used for carrying out DD repair. If the same is not specified by the yard, the bid quotation of the yard will be disqualified.
- 2.0 The work specifications available through the e-tendering portal are tentatively planned to be carried out during the dry-docking of the vessel.
- 3.0 We would request you to let us have your detailed cost/time quotation against specifications sent herewith for carrying out these jobs.
 - **The tender must be submitted only through online mode in the e-tendering portal <https://etender.sci.co.in/irj/portal> latest by 1700 hours. IST (Indian Standard Time) on or before **13.09.2024**. Bids not submitted through e-tendering portal or Quotations received after this date will not be considered.**
 - **The Yard to submit quotation only in SRM excel format. The quotation in PDF format will not be considered.**
- 4.0 Please note, you are requested to submit quotations with the best maximum discount offer, repeat best maximum discount offer. No further opportunity will be provided to improve/revise the bid subsequently for the given work scope. Similarly, repair period with Bar Charts should also be quoted firmly without any qualifications. Your quotation should be excluded of all government/local taxes and duties. In case of foreign yard, if it is payable by SCI, Yard should specifically mention in the covering letter and the Tax component will be considered for evaluation.

Yard offer must be valid at least for THREE months from date of submission and it should be clearly indicated in the covering letter.
- 5.0 Please note that the discount offered by you is subject to following pre-conditions and any discount offer deviating from these conditions will not be considered in our calculations.
 - 5.01 Any discount being offered by the yard must be specified as percentage and not as lump sum. Any lump sum discount offer will not be accepted / considered for evaluation.
 - 5.02 Similar discount should also be applicable on all additional items/jobs which crop up during repair/layup. Such additional jobs may be similar to the quoted jobs.
 - 5.03 The percentage of discount will not change irrespective of the amount of work done out of the quoted items.

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- 5.04 If the yard offers no-discount items, same must be clearly indicated item-wise in the quotation.
- 6.0 Work scope may vary to some extent when the vessel is at Yard and same may need to be addition/deletion in consultation with the attending superintendent.
- 7.0 Whatever the yard has quoted at the time of tendering, the yard has to honor and carryout the repairs at the stemmed cost. No deviations shall be accepted by the SCI.
- 8.0 Where the exact volume of work is not known, quotation on “per unit basis” to be quoted
- 9.0 Please note that SCI reserves the right of accepting any quotation, lowest or otherwise, and SCI’s decision in this regard will be final and binding on the yards. Tenders will be evaluated on the basis of repairs cost, repairs days, HOH loading for non-quoted items, positioning cost, yard delay cost, waiting cost, lay up cost, performance factor of the yard, cost/revenue of disposal of items landed from the vessel (if any), administration cost, insurance and applicable local taxes and duties etc. While evaluating tenders regard would be paid to national defense and security considerations. Also owner have an option of using their own sub-contractors/service engineers abiding the rules and regulations of the yard to be allowed in the Yard and yard should have no objection.
- 10.0 The layup schedule indicated above may vary to some extent in which case the same will be brought to your notice. In case you are not in a position to accommodate the vessel around the aforesaid period, we shall appreciate if the same is conveyed to us promptly.
- 11.0 While submitting your quotation following points should be kept in mind. Any tender not complying with our tender conditions will lead SCI to review its business policy with the concerned shipyard in future.
- 11.01 Assume work, in general, to be continued on weekends and holidays. The total repair time should accordingly be indicated in **CONTINUOUS RUNNING DAYS AND NOT IN WORKING DAYS. National/festival/scheduled holidays falling during the dry-docking/repair period, testing and trials (including sea) for all the repaired machineries should be considered by the shipyards and included in the total repair period. It is essential to forward a “bar chart” showing commencement and completion of all major/critical jobs within the quoted time frame. Tenders received without the bar chart may be rejected.**
- 11.02 In case the vessel’s dry-dock/repair gets delayed due to yard’s reason:
- (1) The general services charges will not be paid to yard on such extra period, same to be recovered on pro rata basis in addition to LD limit to 10% of invoice submitted by the yard.
 - (2) The cost incurred for the extended stay of SCI attending superintendent/s due to delay on Yard’s account will be recovered from the yard in addition to LD limit to 10%of invoice submitted by the yard.
 - (3) **Liquidated damage (LD) : The budgeted Gross Operating Profit (GOP) of the vessel per day an amount at the rate of USD 17000.00 per day** for the delayed period would be recovered from the yard, subject to a ceiling of 10% of the invoice value submitted by the yard. This is in line with international industry practice. SCI reserves the right to reject any tender which stipulates a ceiling lesser than 10 % of **the INVOICE SUBMITTED BY THE YARD** on the recovery of Liquidated Damages (LD) for the delay.
- 11.03 Please quote for all work as is specified in our specifications without any exclusion or deviation there from. If any item or part of an item is not quoted for, price as per our estimate will be assumed while comparing different quotations (from various yards), which may be to your disadvantage for award of work. Furthermore, if the estimated cost for unquoted jobs exceeds 20% of total quoted cost as per your quotation, your offer will be rejected.
- 12.0 Yards in normal cases to seek clarification up to Fourteen Days (**14 days**) before the due date if work scope is not understood or if in doubt.
- 13.0 No assumptions to be made on your own. The reply on clarification to be sent to all yards. In case any yard submits the bid before submission of SCI’s clarification, the yard has the option

to withdraw the bid and can submit fresh bid. Informatively, the SRM has facility to withdraw bid and re-submit prior due date and time.

Yards to quote explicitly as per works specifications without any exclusions, deviations or qualifying remarks. All necessary and required accessory works related to the specific job e.g. staging, ventilation, lighting, access etc. to be included in the quoted price for that job.

- 14.0 **The Grand Total Price of your quotation along with the total Repair Time and Validity Date should always be indicated in the beginning of the quotation.**
- 15.0 Your quotation should indicate “Lump sum (total) Price” along with breakup for each sub-item for every specification/item. Thus, the total price of your tender must cover all items in their entirety.
- 16.0 Yard may refrain from making unnecessary exceptions/qualifying remarks while quoting unless such work is expressed or clearly implied in our specifications. All necessary and required accessory work should form part of the quoted cost. Shipyard’s qualifying remarks/remarks attached with the quotations will not be considered whatsoever. It is to be further noted that the quotations are evaluated in the system wherein the rates quoted against the quantity only are accounted by the system.
- 17.0 If the quantum of work actually done is different from that indicated in a repair specification, the cost that will be billed to us should be correspondingly proportionate to the quoted price. During scrutiny of invoice if later on it is noticed that the yard has not billed as per their quoted price for the actual work done for similar nature of jobs, then SCI reserves its right to pay for such work done only on the basis of the quoted price and not the higher price charged if any in order to avoid inflation of invoices
- 18.0 In the event of Yard’s inability to carry out any quoted jobs, including arrangement of Service Engineers, supply of spares etc., SCI reserves the right to recover all such costs incurred for making all such alternate arrangements, including travelling cost of such personnel from the yard at the time of settlement of the invoices.
- 19.0 **Lead Time**, if required by yard, should clearly be indicated in the beginning of your quotation.
- 20.0 Tender to be excluded of all government/local taxes and duties. In case of foreign yard, if tax/duties are payable by SCI/owner, yard should specifically mention in the covering letter and the tax component will be considered for evaluation.
- 21.0 **Shipyards are required to ensure that during DD/Repairs no Asbestos materials are used on board SCI ships as per MSC Circular 1-1374/MEPC 1426.**
- 22.0 **Any damage to ship’s machinery or equipment by the yard or yard’s contractors (willfully or due to negligence), the complete cost and time to make good such damage will be recovered from the yard in addition to LD Clause.**
- 23.0 During sea trials, if any delay due to machinery/equipment breakdown/non-functional even after job/s attended by the Yard, the cost of repair and delay to the vessel will be on Yards accounts in addition to LD Clause.
- 24.0 All jobs as per our repair specifications, including steel renewal/blasting and painting etc. would be completed as per final mutual agreed quoted cost and time. **Under no circumstances vessel shall be delayed by linking any other pending issue to this vessel’s Dry Docking repair in case vessel stemmed to your yard.**
- 25.0 Yard to provide warranty/guarantee for supplied materials/spares and for repair works carried out by the yard.
- 26.0 **Office of Foreign Assets Control (OFAC)**
The owner/shareholders of the yard and or beneficiaries of the payment should not be of Iranian Origin and should not be featuring in US OFAC/UN/EU sanction list presently or in the past. All Foreign exchange transactions shall be in compliance with US OFAC/EU/UN regulations. In case of any misdeclaration, the yard shall be solely liable for any delay or additional cost incurred by SCI for settling the payments.

27.0 **Additional/Extra Jobs:** For any additional/extra work which may crop up during the course of repairs, yard is required to provide quotation of same to the attending superintendent. The said additional/extra job is to be commenced only against approved quotation from the attending superintendent. The Yard must attach the quotation approved by the attending superintendent while submitting their invoice for settlement failing which the payment. No payment will be made in case yard fails to provide quotation duly approved by the attending superintendent.

28.0 **ISPS and Security Clause:**

The Yard to ensure that the vessel do not pose any threat to safety and security of the ships and its staff owned, managed, leased or chartered by the corporation. Any penalty or action taken by the port/statutory authority will be dealt by the yard and the SCI will not be held responsible. The yard to be ISPS compliant. All SCI vessels are ISPS compliant and yard to ensure proper ISPS compliance for all SCI vessels during the stay in the yard.

29.0 **Payment Terms**

Our payment terms are as follows, and terms adversely deviating from the same will not be accepted.

- **50% of the billed amount or quoted amount, whichever is less, to be paid within One month from the date of receipt of the invoice in SCI, HO, Mumbai**
- **Balance final payment of the settled amount to be paid within three months from the date of receipt of the invoice.**

30.0 **Force Majeure**

In the event yard is being rendered unable by force majeure to perform any obligation required to be performed by the yard under the contract, the relative obligation of the yard affected by such force majeure shall be suspended for the period during which such cause lasts. The decision of the Corporation in this regard will be final and binding on contractor.

The term "Force Majeure" as employed herein, shall mean "Act of God, Insurrection, Riots, Pandemics, Epidemics, Land Slides, Earth Quakes, Storms, Lightning, Floods, Washouts, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome."

Upon the occurrence of such cause and upon its termination, the yard alleging that it has been rendered unable as aforesaid thereby, then the yard must immediately advise the superintendent in writing giving full particulars of the event, duly certified by local chamber of commerce or statutory authorities, the beginning and end of such causes of delay.

During very heavy rains at the time when the vessel is in the dry-dock and hull cleaning/painting cannot be carried out, the resultant loss of time can be considered under force majeure, subject to the same being given in writing to the superintendent duly certified by the local chamber of commerce or statutory authorities, the beginning and end of such causes of delay. Further during stormy weather/strong winds where craneage/deck repairs cannot be done, force majeure will be considered on shift basis subject to local weather reports duly certified by the attending superintendent.

Time for performance of the relative obligation suspended by force majeure shall stand extended by the period during which such cause lasts.

31.0 Your quotation should clearly indicate the number of units for which your price is quoted, even though the quantity is mentioned in our repair specification.

32.0 It is the responsibility of the yard to ensure that when their sub-contractors are working on board our ships, safety precautions against accidents/fire/damage ship's property and personnel are taken and also to ensure that the rules laid down by the yard are being observed.

33.0 After tabulation/evaluation of the quotations, if your shipyard is confirmed as the L1 yard as per SCI's procedure, the concerned yard will have to reconfirm acceptance of the vessel, and adherence to the quoted time/cost for carrying out the dry-docking/repairs.

34.0 Integrity Pact & Policy & Guidelines for Removal/Suspension/Banning of Entities

The bidder shall submit the tender along with the "Integrity Pact", issued along with the tender document, duly signed on all the pages and details filled in properly. All the pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. The signed Integrity Pact should be enclosed with the technical offer of the bid only. Bids received without the signed Integrity Pact and/or without details filled in, shall be rejected and EMD shall stand forfeited.

If the bidder has been disqualified from the tender processing prior to award of the contract according to the provisions under Integrity pact, SCI shall be entitled to demand and recover from bidder, liquidated damages amount by forfeiting the EMD as per the provisions of the Integrity Pact.

If the contract has been terminated according to the provisions of the Integrity pact or if SCI is entitled to terminate the contract according to provisions of the Integrity Pact, SCI shall be entitled to demand and recover from the contractor, liquidated damages amount by forfeiting the Security Deposit and/or the Performance Guarantee, as per the provisions of the Integrity Pact.

Please note that we have appointed three Independent External Monitors for this tender. The contact details of the Independent External Monitor/s for this tender are as follows:

- 1) Shri Girish Chandra Chaturvedi. E-mail: gcchaturvedi@gmail.com
- 2) Shri Deepak Chaturvedi. E-mail: chaturvedideep@rediffmail.com
- 3) Shri Mukesh Mittal. E-mail: mumittal@hotmail.com

35.0 A signed and stamped copy of this tender document (by shipyard authorized person) for acceptance of SCI terms/conditions is to be attached with the Quotation, without which tender may be rejected by SCI.

36.0 In addition to above, shipyard is also required to check and fulfill requirement as per attachment named "Submission of Declarations & Documents required to be attached while participating in tender"

37.0 It is to be noted that after acknowledging our stem order, if the yard for any reason whatsoever fails to accommodate the vessel for dry-docking, then the concerned yard will be liable to be banned from participating in our dry docking tenders for a period of two years.

38.0 SCI reserves its right to cancel the stem order at its discretion without assigning any reason/s whatsoever at any point of time.

39.0 Arbitration Clause

A. For Indian Public Sector Shipyards:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration for resolution through AMRCD (DPEOMNO. 4(1)/ 2013 -DPE (GM)/FTS-1835 dated 22-05-2018) wherein a new mechanism namely AMRCD having Two Level (TIER) structure has been prescribed regarding the resolution of commercial disputes of CPSES. At the first level, the resolution of dispute is to be done at the level of secretaries of the ministries/ departments of the concerned disputing parties and secretary, department of legal affairs. The appeal for cases remaining unresolved at the first level can be made to the cabinet secretary through the concerned administrative ministry/ department in terms of DPEOMNO. F.NO. 4(1)/2013-DPE(GM)/FTS-1835 dated 04.07.2018.

B. For Indian Private Sector Shipyards:

This contract and any non-contractual obligations in connection with the same will be governed by the laws of India. In the event of any dispute or difference arising out of or relating to this contract or any stipulation herein or with respect thereto, which cannot be settled mutually by the parties themselves, such dispute shall be resolved by Arbitration in Mumbai, India, in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof. The language of arbitration shall be English. Either party may demand arbitration of any such dispute or difference by giving a written notice / request to the other party. Any demand for arbitration by either of the parties hereto shall specifically state the question or questions as to which such party is demanding arbitration and also state the name and credentials of the arbitrator appointed. Within thirty (30) calendar days after receipt of the notice of such demand or request for arbitration, the other party shall in turn appoint its Arbitrator, under intimation to the opposite side. The appointed Arbitrators shall within TWENTY (20) calendar days of their appointment, shall after mutual discussion among themselves, nominate and appoint the THIRD (3rd) Arbitrator who shall act as Presiding Arbitrator.

If however, a party fails to appoint an Arbitrator (“Failing Party”) as aforementioned within thirty (30) calendar days of receipt of notice of arbitration, the failing party shall be deemed to have accepted and appointed as its own arbitrator, the arbitrator appointed by the party demanding arbitration under the notice of Arbitration, and the Arbitration shall proceed forthwith before the sole Arbitrator, who alone, in such event, shall constitute the arbitral tribunal. The Arbitration shall thus be conducted by a panel of three Arbitrators or the Sole Arbitrator, as the case may be (hereinafter called the “Arbitral Tribunal”) for the settlement of the question or disputes. The award of the Arbitral Tribunal made hereunder shall be final, conclusive and binding upon the parties.

C. For Foreign Shipyards:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the arbitration rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be [Singapore]. The tribunal shall consist of sole arbitrator and the language of the arbitration shall be in English and seat of arbitration shall be in Singapore. The arbitration shall thus be conducted by the sole arbitrator for the settlement of question or disputes. The award of arbitrator made hereunder shall be final, conclusive and binding upon the parties.

40.0 "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 (below) at Part I(X) of this document. The Tenderer is required to submit the undertaking enclosed therein."

"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:

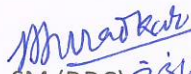
1. Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

Critical Dates:

		DATE	MONTH	YEAR		Hrs*	Mins
1	Publishing Date	23	AUGUST	2024		17	00
2	Document Sale Start Date	NA					
3	Document Sale End Date	NA					
4	Seek Clarification Start Date	23	AUGUST	2024		17	00
5	Seek Clarification End Date	06	SEPTEMBER	2024		17	00
6	Pre Bid Meeting Date	NA					
7	Bid Submission Start Date	23	AUGUST	2024		17	00
8	Bid Submission End Date	13	SEPTEMBER	2024		17	00
9	Bid Opening Date	13	SEPTEMBER	2024		17	15

* All Time in IST

PLEASE ACKNOWLEDGE RECEIPT,


Prepared By: SM (DDC) 28/8/24

THANKING YOU.

YOURS FAITHFULLY,

MR. M.T. DATTASHANKAR, GM (BNT- RB & DD)

कृते भारतीय नौवहन निगम लिमिटेड
For THE SHIPPING CORPORATION OF INDIA LTD.


एम. टी. दत्ताशंकर / M. T. Dattashankar
महाप्रबंधक / General Manager (RBS/DD Dept - B&T)

