



**The Shipping Corporation of India Ltd.**  
**Purchase and Services Department**

TENDER REF. NO.:	<b>P&amp;S/AC/ICSL/2024</b>
TENDER TITLE:	<b>TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1</b>
DUE DATE & TIME	<b>04/11/2024, 1700 HOURS (IST)</b>
TENDER FEE	<b>Rs. 500 + 18% GST Rs. 90 = Rs. 590/- (Rupees Five Hundred and Ninety only)</b>
EARNEST MONEY DEPOSIT (EMD)	<b>Rs. 9,300/- (Rupees Nine Thousand and Three hundred only)</b>

<b>CONTENTS</b>		
<b>PART – I (TECHNICAL OFFER)</b>		
<b>SECTION – I</b>	GENERAL INFORMATION	<b>PAGE: 2 to 4</b>
<b>SECTION – II</b>	ESSENTIAL CONDITIONS – ELIGIBILITY CRITERIA	<b>PAGE: 5 to 5</b>
<b>SECTION – III</b>	GENERAL TERMS AND CONDITIONS	<b>PAGE: 6 to 22</b>
<b>SECTION – IV</b>	FORM OF PARTICULARS	<b>PAGE: 23 to 25</b>
<b>SECTION – V</b>	SCOPE OF WORK	<b>PAGE: 26 to 26</b>
<b>SECTION – VI</b>	DUTIES AND RESPONSIBILITIES	<b>PAGE: 27 to 27</b>
<b>SECTION – VII</b>	BANNING GUIDELINES	<b>PAGE: 28 to 34</b>
<b>SECTION – VIII</b>	BID SECURITY (EARNEST MONEY DEPOSIT) DECLARATION FOR INDIAN MSE VENDORS	<b>PAGE: 35 to 35</b>
<b>SECTION – IX</b>	PROFORMA BANK GUARANTEE FOR EMD	<b>PAGE: 36 to 36</b>
<b>SECTION – X</b>	GUIDELINES FOR ELIGIBILITY OF A ‘BIDDER’ FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	<b>PAGE: 37 to 38</b>
<b>SECTION – XI</b>	CHECKLIST OF DOCUMENTS TO BE ATTACHED	<b>PAGE: 39 to 39</b>
<b>PART – II (PRICE OFFER)</b>		
<b>PRICE OFFER FOR SUBMISSION OF QUOTATION</b>		<b>PAGE: 40 to 41</b>

**PART-I**

**SECTION-I**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**GENERAL INFORMATION**

- (1.0) Tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “the Corporation”) on behalf of ICSL (Inland & Coastal Shipping Ltd. which is wholly owned subsidiary of SCI) for “**Appointment of Agency at various ports under NW-1**”.

The Tenderer should have **at least two years relevant experience in the last five years** from the date of publishing of tender in the said business.

**(2.0) TENDER FEES**

- (2.1) Tender fees (non-refundable) of **INR 590/- (Rupees Five Hundred and Ninety only)** are to be remitted in the form of electronic transfer. The Bank SWIFT copy / UTR No. of electronic transfer are to be attached with the tender document as proof of submission of tender fees. Bank details are provided at point no. 6.13 of General Terms & Conditions.

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

- (2.3) Tender documents are available for downloading from Corporation’s website <http://www.shipindia.com> and on Govt. of India’s tender’s portal <http://eprocure.gov.in/epublish/app>. Sealed tender documents, duly completed, must be accompanied with the Tender fees & EMD. The Bank SWIFT copy / UTR No. of the electronic transfer of the tender fess & EMD are to be attached with the tender document as proof of submission.

- (3.0) Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES in INR**” for each individual line item mentioned in the Price Offer – Part II.

- (4.0) Tender in enclosed tender form, duly completed and signed on each page, should be sent by registered post/courier service/hand delivery, in a sealed cover super scribed “**Appointment of Agency at various ports under NW-1**” addressed to:

**DGM I/c (P&S)  
The Shipping Corporation of India Ltd.,  
“Shipping House”, 12<sup>th</sup> floor, Purchase & Services Division  
245, Madame Cama Road, Mumbai-400 021.**

- (5.0) **DUE DATE:** Tender should reach Corporation’s office latest by **17:00 Hours (IST) on 04.11.2024** at above address. The Tenderer should send the sealed tender by post / courier service at above mentioned address so as to reach on or before due date and time.

**Tenders received after due date and time will not be accepted and decision of the Corporation in this regard shall be final and binding.**

- (6.0) **TENDERS SUBMITTED BY EMAIL / FAX WILL NOT BE ACCEPTED.** Sealed tenders will be accepted by Post/by Courier.

**(7.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER**

The Tenderer is required to submit the Tender Form in accordance with instructions given below.

**(7.1)** The Tender Forms are issued in two parts:

**(i) Part I (Technical Offer) includes –**

<b>SECTION – I:</b>	<b><u>GENERAL INFORMATION</u></b>
<b>SECTION – II:</b>	<b><u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u></b>
<b>SECTION – III:</b>	<b><u>GENERAL TERMS AND CONDITIONS</u></b>
<b>SECTION – IV:</b>	<b><u>FORM OF PARTICULARS</u></b>
<b>SECTION – V:</b>	<b><u>SCOPE OF WORK</u></b>
<b>SECTION – VI:</b>	<b><u>DUTIES &amp; RESPONSIBILITES</u></b>
<b>SECTION – VII:</b>	<b><u>BID SECURITY (EARNEST MONEY DEPOSIT)</u></b> <b><u>DECLARATION (FOR INDIAN MSE VENDORS ONLY)</u></b>
<b>SECTION – VIII:</b>	<b><u>BANNING GUIDELINES</u></b>
<b>SECTION – IX:</b>	<b><u>GUIDELINES FOR ELIGIBILITY OF A ‘BIDDER’ FROM</u></b> <b><u>A COUNTRY WHICH SHARES A LAND BORDER WITH</u></b> <b><u>INDIA</u></b>
<b>SECTION – X:</b>	<b><u>CHECKLIST OF DOCUMENTS TO BE ATTACHED</u></b>

**(ii) Part II (Price Offer) includes - PRICE OFFER FOR SUBMISSION OF QUOTATION**

[All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V, Section-VI, Section-VII, Section-VIII, Section-IX, Section-X {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page) and all pages of Part II should also be serially numbered and total number of pages should be written on first page]

**(7.2)** The Tenderers are requested to submit the "**Technical Offer**" consisting of Part – I (Section –I to X) {including all supporting documents / attachments} in one sealed cover and the "**Price Offer**" consisting of Part-II in another sealed cover. On both the sealed covers the Tenderer's name and address, along with contact details of the company (name, address, telephone, email & mobile) should be indicated on the bottom left side of the cover. The first sealed envelope should be super scribed on top "**Part-I (Technical Offer)**" and the second envelope as "**Part-II (Price Offer)**".

These two sealed covers should then be put in a third sealed cover and addressed to the **DGM I/c (P&S)** according to instructions as mentioned above. The third sealed cover, also having contact details of the company (name, address, telephone, email & mobile) indicated on the bottom left side of the cover; to be super scribed "**Tender for “Appointment of Agency at various ports under NW-1”**”; **Due Date 04.11.2024, 17:00 hours.**

**(7.3)** The Tenderers who download the tender documents from the SCI/GOVT. website shall use their own envelopes for submission of the tender in the same fashion as described in **7.2 above**. Tender documents, downloaded from the SCI/GOVT. website, shall be downloaded 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.

**Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid.**

(8.0) **ASSESSMENT OF TENDER:**

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the “**Technical Offer**”. On the basis of such technical information, the Corporation will assess the capability of the Tenderer to undertake the contract and, if found unsuitable shall reject the tender, in which case their “Price Offer” will not be opened. Decision of the Corporation in this regard shall be final and binding.

**Please note that all the information required in the “Form of Particulars” should be properly filled and all documents of the Technical Offer - Part I, must be uploaded with the tender.**

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

(9.0) **BANNING GUIDELINES:**

The bidder shall submit the tender along with the Banning Guidelines, issued along with the tender document Part I (VII), 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 bidder 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) **Designation and contact details of persons for this tender are:**

**DGM I/c (P&S)**

The Shipping Corporation of India Ltd.,  
“Shipping House”, 12th Floor, Purchase & Services Department,  
245, Madame Cama Road, Mumbai – 400 021, INDIA.  
Contact Numbers: 022-22772375 / 022-22772384

**PART – I**

**SECTION – II**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**ESSENTIAL CONDITIONS – ELIGIBILITY CRITERIA**

1. The tenderer should have a minimum of 2 (TWO) years relevant experience in last 5 (FIVE) years from the date of publishing of tender in the said business.  
[Tenderers should substantiate the experience by furnishing details of Agency work handled for inland vessels and documentary evidence of work done from IWAI, transporters, shippers, Government Agencies, etc. on their letter head].
2. Tenderer should have **positive** net worth during the immediate last financial year (**2023-24**) as per their audited Financial Documents (Balance Sheet, P&L Accounts and Auditors' Report), ITR, as applicable.
3. Tenderer should have GST/PAN registration. Relevant certificates to be submitted.

**IMPORTANT:**

- (a) **It is mandatory to furnish relevant proofs, documents, certificates etc. for the eligibility criteria mentioned above.**
- (b) **Eligibility criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.**
- (c) **Any tenderer belonging to Group of Companies should submit the work experience proof /relevant documents pertaining to relevant clauses mentioned in the tender document; on the name of 'tendering company name' only. Documents titling/showing combines or generic company name will not be accepted.**

**PART – I**

**SECTION – III**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**GENERAL TERMS AND CONDITIONS**

**1.0 DEFINITIONS:-**

- 1.1 The terms “Corporation” or “SCI” wherever used shall mean “The Shipping Corporation of India Ltd.”
  - 1.2 The term “Tenderer” shall mean and include the person, firm or a body Corporate which is submitting it’s tender.
  - 1.3 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.
- 2.0** The tender should be submitted in a sealed cover addressed to as under, so as to reach the Corporation not later than **17:00 HRS (IST), 04.11.2024.**

**DGM I/c (P&S)**

**The Shipping Corporation of India Ltd., “Shipping House”,  
12th Floor, Purchase & Services Department,  
245, Madame Cama Road, Mumbai – 400 021**

The cover should be super scribed as “TENDER FOR “Appointment of Agency at various ports under NW-1”. The tender will be opened on a prospective date which shall be informed to all the tenderers. The authorised representatives of the tenderer who wish to be present at the time of opening of tender are welcome.

**3.0 AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

The Corporation, at its discretion, may extend the due date for submission of bids but 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.

**4.0 PERIOD OF CONTRACT**

The period of contract arrangement shall be for two years from the date of contract commencement as decided by Corporation. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period on the same terms and conditions. The rates for extension period shall be as under:

(A) If the existing contractor has participated in Corporation’s next tender for said supplies:

- a. If the existing contractor wins the next new tender then lower of the existing contract rates and new rates finalized for next new contract shall apply.
- b. If the existing contractor does not win the next new contract then the lower of their newly quoted rates and existing contract rates shall apply.

- c. Existing contractor has to settle the differential amount (Difference in supply cost during extension period basis existing rates and new contract / quoted rates, as the case may be), if any, by way of credit note.

(B) If (A) above is not applicable, then existing contract rates shall apply.

## **5.0 RATES**

The Rates quoted/ negotiated & agreed by the tenderer shall remain firm during the tenure of the contract/ extended period of contract and **NO ESCALATIONS** whatsoever shall either be claimed or considered.

The Rates quoted shall be “**ALL INCLUSIVE in INR (Excluding Goods and Service Tax)**” and strictly as per Price offer format.

- 5.1 Bidders/ Tenderers must quote for all the items in the format of Price Break up as per SCI specification without any exclusion or deviation there from. If any item or part of an item is quoted '0', then that particular line item will be treated as accepted and bidder will have to provide service free of cost (no incidental charges will be applicable for that item). Bidders are requested to fill in the Price breakup format carefully. However total financial bid should be more than zero.
- 5.2 If a firm quotes NIL Charges/ consideration, SCI will treat the bid as nonresponsive and corporation will not consider the same.
- 5.3 Tenderers are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the bid submission.
- 5.4 Tenderer should quote only in **INR** for all the line items mentioned in the Price offer **Part II**.
- 5.5 All out of pocket expenses the surveyors may incur by way of arranging Port/ Customs/ Police permission etc. and there shall be no extra whatsoever payable for the same.
- 5.6 This is a non-exclusive contract. The Corporation reserves the right to take services covered under this contract 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.
- 5.7 GST clause:
  - a. The quotations should be on “**ALL INCLUSIVE**” basis excluding GST (levied by the Government from time to time). The component of GST should be clearly mentioned by the bidder in the Price Offer Part. No other extra charges whatsoever shall be payable as additional.
  - b. Any revision (increase/decrease) in statutory levy (GST) after awarding of the contract will be entertained, whenever 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.
  - c. However, in the event, the GST is discontinued / reduced by the Government during the tenure of the contract/ extended period the benefit will be passed on to the Corporation. If the GST is increased by the Government during the tenure of the contract/extended period, the benefit will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.

## **6.0 EARNEST MONEY DEPOSIT**

- 6.1 The tender should be accompanied by the bank Swift copy of the Electronic Remittance of Earnest Money Deposit (EMD) for **INR 9,300/- (Rupees Nine Thousand and Three hundred only)** in the form of Insurance Surety Bonds/account payee demand draft, fixed deposit receipt from commercial bank, bank guarantee (including e-BG) or online payment to Corporation's Bank Account (details mentioned at clause No. 6.13), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- 6.2 Bidders are required to pay/remit Earnest Money Deposit (EMD) mentioned above to the Corporation's Bank Account to participate in this tender. **Bidders must submit tender fees and EMD in two separate transactions; otherwise bids are liable to be rejected.**
- 6.3 Bidder should submit only single EMD of the amount **INR 9,300/- (Rupees Nine Thousand and Three hundred only)**. Multiple EMD will not be accepted.
- 6.4 The Tenderer has the option to submit EMD in the form of Bank Guarantee with a validity of not less than nine months from the due date of the tender (Only in case of EMD value exceeds INR 50,000/-). The bank guarantee should remain valid for a period of 45 days beyond final bid validity period. EMD (in the form of Bank Guarantee) shall be sent by the tenderer by post or in person superscripting the envelope with Tender name, Ref No, his/her (tenderer's) details before due date and time at following address:
- The Deputy General Manager I/c (P&S)  
The Shipping Corporation of India Ltd.,  
"Shipping House", 12<sup>th</sup> floor,  
245, Madame Cama Road, Mumbai - 400 021.**
- 6.5 EMD of all bidders who are not selected will be refunded as promptly as possible as and not later than 60 days after the award of the contract to the successful bidder. However, in case of technically disqualified bidder(s), EMD will be refunded on finalization of their technical disqualification. No interest will be payable by SCI on the EMD.
- 6.6 In case of successful bidder, the EMD may be refunded after award of contract upon receipt of **security deposit/ performance bank guarantee**. The EMD submitted by the successful bidder may also be adjusted towards security deposit/ performance bank guarantee. No interest will be payable by SCI on the EMD
- 6.7 Copy of Bank SWIFT copy / UTR No. of electronic transfer / Bank Guarantee (including e-Bank Guarantee valid for seven and a half months from the due date of the tender) for Earnest Money Deposit must be enclosed with the "Technical Offer" only and details should be indicated in the Tender Form, Part – IV.
- 6.8 Furnished EMD is refundable (without interest), except on withdrawal of the offer before decision and/or failure of the bidder to accept the contract if awarded and/or failure to submit Security Deposit and /or Performance Guarantee on award of the contract.
- 6.9 **Micro and Small Enterprises (MSEs)** registered with various bodies as specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.
- 6.10 MSE bidders are exempted from submission of Tender Fees and EMD as per provisions in the Tender Document. MSE bidders seeking benefits of MSE, as specified in the Tender Document, must submit Copy of Registration certificate failing which no benefit of MSE shall be extended.
- 6.11 Purchase preference to Indian MSEs (Micro & Small Enterprises) shall be applicable as per the Govt. of India Policies.



**6.12 TENDERS RECEIVED WITHOUT TENDER FEES AND EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.**

**6.13 SCI, Mumbai Bank Account Details-**

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

Beneficiary Name	<b>THE SHIPPING CORPORATION OF INDIA LTD</b>
Bank Name	<b>INDIAN BANK</b>
Bank Branch	<b>NARIMAN POINT</b>
Bank Address	<b>MITTAL TOWERS, GROUND FLOOR, 210, NARIMAN POINT, MUMBAI, MAHARASHTRA PIN 400 021</b>
Account No.	<b>416197198</b>
IFSC Code	<b>IDIB000N052</b>

**Electronics remittance for Tender Fee/ Security Deposit / Performance Guarantee is to be made in the account details mentioned above.**

**7.0 FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)**

The Earnest Money Deposit submitted with the tender shall stand forfeited in the event:-

- 7.1 The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.
- 7.2 The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.
- 7.3 The tenderer seeks amendment of tender terms, or the price offer submitted after submission of tender
- 7.4 The Tenderer fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract.
- 7.5 The Earnest Money Deposit shall be summarily forfeited for submitting the tender without filling the details in and/or not signing the 'Banning Guidelines'. If the tenderer has been disqualified from the tender processing prior to award of the contract, SCI shall be entitled to impound the EMD along with penal amounts.

**8.0 DISQUALIFICATION**

The tender is liable to be disqualified if:

- 8.1 Not submitted in accordance with terms and conditions of the Tender documents.
- 8.2 During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- 8.3 The Tenderer qualifies the tender with his own conditions.
- 8.4 Tender received in incomplete form including price schedule.
- 8.5 Tender received after due date and time.
- 8.6 Not accompanied by Earnest Money Deposit and/or Tender Fees in the form of Bank SWIFT copy /UTR No. of electronic transfer (Not applicable for MSE's)
- 8.7 Not accompanied by all requisite documents.

- 8.8 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.
- 8.9 Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- 8.10 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.
- 8.11 Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- 8.12 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.
- 8.13 Tender documents, if downloaded from the SCI/NIC website, 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 tenderer is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.
- 8.14 The tenderer is found to be having **negative net worth on the basis of the audited Balance Sheet / P&L A/c** as on 31st March of previous financial year submitted with the tender. For proprietorship firms, proprietor's balance sheet, also, may please be submitted.
- 8.15 Canvassing in any form shall lead to disqualification.
- 8.16 The tenderer submits an incomplete Banning Guidelines document, or the Banning Guidelines document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought in the Banning Guidelines document.
- 8.17 Price offer is enclosed along with Technical Offer.
- 8.18 The Tenderer is not responding to Corporation's communication in time for clarification of some of the relevant terms and conditions of the quotations.
- 8.19 Tenderer changes the name/ constitution of the firm during the processing of the tender.
- 8.20 The Tenderer is not ready to provide his services from applicable date.

## **9.0 RIGHT OF REJECTION**

- 9.1 The 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 (Essential Condition-Eligibility Criteria)**.
- 9.2 Corporation reserves the right to reject any / all tenders without assigning any reasons whatsoever.
- 9.3 If it is observed that the tenderers have formed a cartel while quoting the rates, all the tenderers forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the Corporation for next two years. It is also clarified that if need arises the Corporation would go in for appointment of outside party(s) to undertake the work under captioned tender.

- 9.4 In case multiple tenders are submitted by one party or if common interests are found in two or more tenderers, then the tenders are liable to be rejected unless the additional tenders are withdrawn.
- 9.5 Tenderers must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case tenderers do not quote for all items.
- 9.6 SCI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. SCI does not bind itself to accept the lowest tender and reserves all rights (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties.
- 9.7 The decision of the Corporation in this regard (para 9.1 to 9.6 above) shall be final and binding on the tenderer(s).

## **10.0 BILLING**

- 10.1 The Agent should submit their original bills to the **SCI Kolkata** on monthly basis according to the agreed Rate Schedule complete in all respects duly certified within 15 days of the ensuing month and the Bills Section shall settle same within **60 days** from the date of receipt of the Bills complete in all respect.
- 10.2 Copy of Email intimation issued by the concerned operating officer of the Corporation, specifically mentioning description of work.
- 10.3 The Agent will submit monthly statement to the **ICSL team at SCI Kolkata Office** giving details of monthly work done along with a copy of monthly bill, latest by 15th of every month, failing which payment of the Agent's bills are liable to be withheld till the monthly statement is submitted as aforesaid.
- 10.4 The Agent shall note that 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.
- 10.5 Bills will be settled only when all services mentioned in the corresponding Work Order are executed. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part services till the order is fully executed.
- 10.6 Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. 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.

## **11.0 GOODS AND SERVICE TAX (GST) – ONLY FOR INDIAN BIDDERS**

### **11.1 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.

## 11.2 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) **ICSL GSTIN** as below  
**KOLKATA West Bengal 19AAECI2987H1Z5**
  - (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.

## 11.3 Input Tax Credit

- a) In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/ tenderer along with interest & penalty levied/ leviable on CORPORATION.
- c) In case of discrepancy in the data uploaded by 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.

## 11.4 Penalty for Non-compliance of GST Act

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

## 11.5 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).

## 12.0 **EVALUATION**

- 12.1 Tenderers to quote for all the line items as per the price offer format for each State (Part II of the tender document).
- 12.2
  - a) For the purpose of evaluation, the items not quoted will be assigned the highest value quoted by the rest of the tenderers.
  - b) The tender shall be evaluated separately for each state and the contract will be awarded to L1 evaluated bidder for each state.

In case, the tenderer has not quoted for any line item as he cannot provide those services, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.

### 12.3 **Price Offer evaluation criteria:**

The estimated annual volume for each service will be multiplied by the corresponding quoted rate and will be totalled to arrive at the overall financial implications for each State separately. This total financial implication will be used to decide order of competitiveness for each state separately.

### **Conditional discounts will not be taken into account for the financial evaluation.**

- 12.4 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.
- 12.5 If any alteration is found in the tender document downloaded from SCI/NIC website, the submitted tender is liable to be rejected.
- 12.6 The contract shall be awarded to **ONE or MORE** successful tenderer.
- 12.7 Negotiations may also be carried out with L1 party.
- 12.8 Corporation reserves its right to reject any/all tender(s) without assigning any reason whatsoever, and the decision of SCI in this regard shall be final and binding.
- 12.9 Tenderers are advised to exercise greatest care in entering the rates and are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.
- 12.10 If any change takes place in the proprietorship or partnership of contractor's firm, the Corporation should be intimated immediately 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 changed/ altered scenario.

- 12.11 The estimated volume requirement furnished in the Part – II (Price Offer) is indicative only and the same is without any commitment from the Corporation and the Corporation cannot assure minimum/ maximum work that can be offered.
- 12.12 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.
- 12.13 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.
- 12.14 The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and / or also if they had committed breach of contract or having unsatisfactory performance with any of the Government bodies etc., the same would be taken into account and it would be at Corporation's sole discretion whether to consider bids of 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.
- 12.15 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.
- 12.16 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 arise on or made against the Corporation.
- 12.17 The Corporation reserves the right to claim damages or detention charges, of which Corporation shall be the sole judge, in respect of delays occurred to its vessels/ containers directly or indirectly due to the failure/default on the part of Contractor in carrying out the responsibilities/ duties efficiently and promptly.
- 12.18 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 property of Port Authority such as sheds, wharf, cranes, floating cranes, harbour wall, etc. and 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 including employees of the port, the Corporation and the tenderer.
- 12.19 Tenderers may please note that evaluation of the tenders shall necessarily take into account
  - (a) Experience and performance on similar or any other contracts during past 2 (two) years,
  - (b) financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last year (should have positive net worth during last FY 2023-2024),
  - (c) If they had committed breach of contract etc.
  - (d) It would be Corporation's sole discretion whether to consider such tenderers for award of the contract.
- 12.20 SCI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. SCI does not bind itself to accept the lowest tender and reserves all rights (i) to reject any or all tenders (ii)

the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties.

- 12.21 SCI/ICSL will issue a Letter Of Intent (LOI) which constitutes the intention of SCI/ICSL to enter into contract with the successful bidder (s). The successful bidder(s) shall within 7 days of issue of the LOI, give their acceptance along with Performance Bank Guarantee and also submit the Agreement form as stipulated, duly completed in all aspects.
- 12.22 During the processing of the tender or during the validity of contractual period in case it is noticed that the rate/rates of any item/items is/are exceptionally high, the Corporation reserves the right to take such high priced item(s) out of the purview/scope of the contract.
- 12.23 The contractor shall not assign the agreement and/or any of its obligations under this agreement to any third party without the prior written consent of SCI/ICSL.
- 12.24 All disputes regarding the tender and contract are subject to the exclusive jurisdiction of competent Courts in Mumbai only.
- 12.25 Corporation reserves the right to remove any item from the contract without assigning any reasons by giving 30 days' notice.

### **13.0 RISK PURCHASE CLAUSE**

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

- (a) Tenderer 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 tenderer are found unsatisfactory, or
- (d) The services do not conform 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 tenderer.

### **14.0 PENALTY CLAUSE**

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

#### **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.

14.2 "The tenderer shall not assign the contract to any other persons nor shall they sub-contract the same. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice."

14.3 "In case (i) performance of the supplier/ Contractor is not satisfactory or (ii) supplier is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the supplier/ vendors/ Contractor is under suspicion or if there is any action by the supplier/ Contractor which may result in damage to the brand image and/ or result into commercial loss to SCI, corporation may consider suspension of business dealings with such supplier/ Contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ Contractor, same will be initiated by the Corporation or suspension revoked, as the case may be".

### **15.0 TERMINATION CLAUSE**

15.1 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) If 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 the company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- (d) The tenderer 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 guidelines of the Corporation **in force**.
- (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 reserves the right to forthwith terminate the contract and in such an event the tenderer shall have no claims whatsoever against the Corporation in consequence of such termination of 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 is found to be incorrect or false at any time during the tenure of the contract including the extension period if any.

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

15.2 It is clearly understood by the Tenderer that if a charge sheet is filed by any competent authority of the Government against the Tenderer, 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.

15.3 If there is a change in the name of the Tenderer's firm / company's 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 changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation's Management.

#### **16.0 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 tenderer.

#### **17.0 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- 17.1 The successful tenderer will have to deposit a **Security Deposit which will be equivalent to 5% of the value of the contract** in the form of Bank Guarantee (including e-BG) issued / confirmed from any of the commercial bank in India or online payment, Insurance Safety Bond, account payee demand draft, fixed deposit receipt from commercial bank which should be valid for the period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period and extension period if any.
- 17.2 Security deposit has to be furnished within 30 days after award of contract, which should be valid for the full period of the contract including the extension period plus two months, towards satisfactory performance of the contract.
- 17.3 In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or 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.
- 17.4 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 and/ or Performance Guarantee shall stand forfeited.
- 17.5 No interest shall be payable on the Security Deposit and Performance Guarantee.
- 17.6 The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and 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.
- 17.7 The Security Deposit and/ or 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.
- 17.8 Forfeiture of security deposit and / or performance guarantee:
- a. Due to inability/ unwillingness of the successful bidder to service the contract for any reason and/ or his withdrawal in letter/spirit from servicing the contract prior to stipulated expiry date of the contract, including extension period opted by the corporation, if any.
  - b. In case of termination of the contract for any reason, the security deposit and/ or performance guarantee shall stand forfeited either wholly or partly and the contractor(s) shall have no claim whatsoever against the bidder in consequence of such termination of the contract.

## **18.0 VALIDITY**

- 18.1 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 after expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the contract finalisation.
- 18.2 In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

## **19.0 SECURITY CLAUSE**

- 19.1 While evaluating tenders regard would be paid to national defence and security consideration.
- 19.2 The tenderer will be responsible to the Corporation for ensuring that men, material and stores being placed by them on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by the Corporation.
- 19.3 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.

## **20.0 ISPS CLAUSE FOR CORPORATION'S CONTRACTORS**

- 20.1 A declaration to be produced by the tenderer that police verification has been carried out for the persons employed by them who are engaged in connection with ship related activities.
- 20.2 Person from such tenderer's firm visiting ships shall carry a photo identity card issued by the tenderer and shall reveal his identity to ship staff when demanded.
- 20.3 Stores, equipment and material being carried on board by the Tenderer shall be subject to checks by the ship before allowed on board.
- 20.4 The Tenderer shall abide by and comply with all Port Regulations, 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.
- 20.5 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.

## **21.0 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.

## **22.0 TENDERER TO INFORM HIMSELF FULLY**

The tenderer shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the tenderer have any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc, he shall at once contact the official inviting the tender, before submission of the tender.

Tenderers are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer.

### **23.0 LIMITATION OF LIABILITY**

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

- a) Neither the Tenderer nor the Corporation shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Tenderer to pay Liquidated Damages to the Corporation and
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Tenderer in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 100% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Tenderer.

### **24.0 LAW OF LAND**

The tenderers 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.

### **25.0 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:

- (i) 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;
- (ii) 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 the right of the 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.

### **26.0 INDEMNITY**

The tenderer 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 tenderer /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the tenderer or by third party.

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

The tenderer shall also indemnify the Corporation and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of

or arising out of any failure by the tenderer in the performance of his obligations under this contract.

## **27.0 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 tenderer, directly effecting the performance of the Contract.

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

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

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

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

## **28.0 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.

## **29.0 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.

## **30.0 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.

### **31.0 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:**

- 31.1 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.
- 31.2 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).
- 31.3 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.
- 31.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- 31.5 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.
- 31.6 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.
- 31.7 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.
- 31.8 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.
- 31.9 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.
- 31.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.

- 31.11 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.
- 31.12 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.
- 32.0 It is expressly understood and agreed by and between the Contractor and SCI that Corporation is entering into this agreement solely on its own behalf and not on behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that SCI is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Law of India and general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that SCI is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrong arising out of the contract. Accordingly, the Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or things whatsoever arising of or under this agreement.**

**THE DECISION OF THE COPRORATION IN THIS REGARD SHALL BE  
FINAL AND BINDING ON THE TENDERERS.**

-----  
**WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.**

\_\_\_\_\_  
*(Signature of the Tenderer)*

**Full Name:**

**Designation:**

**Company seal:**

**Place :**

**Date :**

.....

N.B. – Please ensure that all pages of the technical offer are duly signed and stamped on each page

**PART – I**

**SECTION – IV**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**FORM OF PARTICULARS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	a) Name and address of the company and its principal place of business: - Telephone Number(s) : - Mobile Number(s) : - Telefax Number(s) : - E-mail and web Address :  (b) If a subsidiary Company, Name and : Address of the holding Company.	
2.	(a) Year & Date of Establishment : (b) Date of commencement of business: (c) Any working experience at Inland Container Depot (ICD).	
3.	Status of the company - Whether Proprietorship / Partnership / Private or Public Limited Company and year of constitution? [Please enclose copy of: Partnership Deed Memorandum and Article of Association]	
4	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
5	Latest Organizational Chart or Organogram <b>[Please enclose copy]</b>	
6	Attach copy of Audited Balance Sheet & Profit & Loss statement of your company for last financial year]	
7	Name(s) of Banker(s) and their addresses. Please attach a certificate from your Bankers about your financial status and credit facility available to you.	
8	Provide PAN Number (Attach Copy)	
9	GST Registration Number (Attach Copy)	
10	Whether your firm is registered under Municipal Act and / or Shops and Establishment Act. <b>[Please attach copy of registration] (If no, state reasons)</b>	
11	Whether your firm is registered with Labour Commissioner's Office (Central/State). Are you holding a valid licence issued by Labour Commissioner? <b>[Please attach a photocopy of the same] (If no, state reasons)</b>	
12	Whether your firm has offices branches at any other port in India. <b>If yes, please furnish details.</b>	
13	P.F. A/c No. : <b>[Attach Copy, If no number is given, give reasons]</b>	
14	Whether your company is a member of Employee State Insurance Scheme. If yes, provide ESIC A/c No. : <b>[Attach Copy, If no number is given, give reasons]</b>	

15	Please attach copy of certificate / valid license issued by the competent Authority/Local Government for working as Registered Repair Workshop and undertaking repair work/hot metal work in compliance with Factory Act 1948.	
16	<b>DETAILS OF ACTIVITIES :</b> a) Names of the Shipping Lines/Companies for whom you work(ed) as Agent b) Period of such contract	
17	Any other activity undertaken by you related to shipping.	
18	<b>COMPUTER FACILITY :</b> Please provide details (including version and year installed) of computers available with you.	
19	(a) Whether your firm has been banned / disqualified by any Shipping Co. at any time in the past for similar contract. If yes, state reasons	
20	Whether your firm has been banned / disqualified by the SCI at any time in the past for this particular contract. If yes, state reasons.	
21	Whether your firm has been banned / disqualified by any Shipping Co. at any time in the past for any contract. If yes state reasons.	
22	Please state if any member of your company has any relation/ employed in the Shipping Corporation of India Ltd. <b>If yes, give details.</b>	
23	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as <b><u>Deputy General Manager or higher level</u></b> in the preceding two years as on bid closing date.  a) 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.  i) b) Role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made may please be furnished.	
24	<b><u>Tender fees: (Rs 590/-)</u></b> Particulars of Bank Swift copy / UTR No. Enclosed with the Technical Offer of the Tender.	UTR/ DD/ BG No.: Date of Issue: Name of Bank:
25	<b><u>Earnest Money Deposit: (Rs 9,300/-)</u></b>  <b>Particulars of Bank Swift copy / UTR No. / BG No. Enclosed with the Technical Offer of the Tender.</b>  <b>OR</b>  <b>Details of Bank Guarantee</b>	UTR No.: Rs. _____ Date of Issue: Drawn On:  BG No.: Rs. _____ Date of Issue: Issued by: Valid upto:

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



**Declaration:**

1. I/ We \_\_\_\_\_ am/ are the sole proprietor/  
Manager of \_\_\_\_\_ and authorized to submit this  
tender on behalf of my/our company/ firm.
2. 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.
3. 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.
4. 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.
5. 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.

**Certified that the details and documentary proof/ evidence given above are true and correct. Further  
details, if any, required shall be submitted for verification, if so requested for, at any stage.**

\_\_\_\_\_  
*(Signature of the Tenderer)*

*Full Name* :

*Designation* :

*Company Seal* :

**Place :**

**Date :**

**PART – I**

**SECTION – V**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**SCOPE OF WORK**

1. The Agent shall represent the CORPORATION in the Territory under this tender, using his best endeavors at all times to comply with any instructions which the CORPORATION may give from time to time for handling CORPORATION's ships, Cargo business, and other such acts which are required to be carried out by an Agent under this contract, including the use of the CORPORATION's documentation, IT systems, etc.. Therefore, SCI wishes to enter into contract with the most competent vendor for APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1.
2. The tenderer should abide by all the Standard Operating Procedures (SOPs) which are implemented and followed by the Corporation from time-to-time.

**Duties and Responsibilities of tenderer under this tender are detailed at the Section – VI of this tender document.**

\*\*\*\*\*

**PART – I**

**SECTION – VI**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**DUTIES AND RESPONSIBILITIES**

1. To carry out business development activities and booking cargo to be carried on the inland vessels operated by The SCI Ltd./ ICSL. The Agent shall keep the SCI advised of trade opportunities arising in the trade.
2. Co-ordinate and communicate with shipper and consignee in order to guarantee issueless carriage of the cargo
3. Supervise cargo loading and discharging operations at load port and discharge port
4. To notify shippers and/or consignees and Corporation about arrival of ships, readiness to load/discharge cargoes, and to co-ordinate with terminal operators and other agencies as required ensuring prompt and proper handling of the ships/ cargo.
5. To attend to cargo documentation work in connection with loading/discharging of cargoes, such as preparation and issuance of Shipping orders, Mate's receipts, Bill of Lading, Cargo Manifests, Cargo Stowage plans, Freight bills, Delivery orders in conformity with rules and regulations prescribed by The SCI Ltd./ICSL.
6. To deal with matters relating to cargo claims from shippers/consignees in respect of shortage, damage etc. and arrange settlement thereof in accordance with procedures laid down by The SCI Ltd./ICSL.
7. Handling, Monitoring and Storage of laden/empty containers at load port/discharge port along with coordinating container movement.
8. To ensure safety of containers and report to The SCI Ltd./ICSL regarding condition of containers and container movement activities.
9. To arrange as per instructions from The SCI Ltd./ICSL., from time to time jobs and activities required in order to carry out the business activities seamlessly.
10. Agents must ensure timely freight collections and to disburse The SCI Ltd./ICSL., timely and diligently.

\*\*\*\*\*

**PART – I**

**SECTION – VII**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**BANNING GUIDELINES DOCUMENT**

**The Shipping Corporation of India Ltd.**

**Policy and Guidelines for Removal / Suspension / Banning of Entities**

**1.0 Introduction.**

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

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

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

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

**2.0 Scope:**

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

**2.2** The guiding principles and processes for

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

(ii) Suspension and

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

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

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

### **3.0 Definitions:**

In these Guidelines, unless the context otherwise requires: -

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

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

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

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

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

### **4.0 Grounds for initiation of Banning Business Dealings:**

**4.1** If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.

- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair /unethical practices, formation of cartel with other entities with a view to artificially hike the prices
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning may also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual obligations.
- 4.10 Established litigant nature of the Entity to derive undue benefit.
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents-which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 delete to be added as "Failed to honor the bid without sufficient grounds"

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

#### **5.0 Initiation of Banning / Suspension:**

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4) will initiate the banning process by forming a Investigating Committee comprising of

Representatives from concerned User Division, Contracting Division and Finance Division. The User / Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority and the appellate Authority would be as defined in Clause 3 (iii) as above.

**6.0 Suspension of Business Dealings during Investigation period:**

**6.1** If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.

**6.2** The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favor of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.

**6.3** The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.

**6.4** The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6.5** The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.

**6.6** As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

**6.7** If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.

**6.8** It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.

**6.9.** Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the "Entity".

**7.0 Banning of Business Dealings:**

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

- 7.2** There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings as referred in Clause 5 above. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
  - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
  - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
  - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3** If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.
- 8.0 Show-cause Notice:**
- 8.1** In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- 8.2** On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- 8.3** If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.
- 8.4** The Competent Authority may consider and pass an appropriate order:
- a. For exonerating the Entity if the charges are not established or
  - b. For removing the Entity from the list of approved Suppliers / Contractors, etc. or
  - c. For banning business dealings with the Entity.
- 8.5** The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.
- 9.0 Removal from List of Approved Entities - Suppliers/Contractors, etc.:**
- 9.1** If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban for a period of one (1) year or for the balance period of the contract whichever is longer.
- 9.2** The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.
- 10.0 Appeals against the Decision of the Competent Authority:**
- 10.1** No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry’s advice



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

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

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

**11.0 Review of the Decision by the Competent Authority**

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

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

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

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

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

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

**13.0 Effect of Banning and Suspension of an Entity:**

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

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

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

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

**14.0 Revocation:**

Suspension/ Removal of a entity shall be deemed to have been automatically revoked on the expiry of suspension/ Removal period and it will not be necessary to issue a specific formal order of

revocation. However, in case of Banned entities, the same shall continue to remain in force unless it is specifically revoked based on the firm's representation with the approval of the Competent Authority who has earlier accorded approval for banning.

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

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

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

\* \* \* \* \*

**PART – I**

**SECTION – VIII**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**BID SECURITY (EARNEST MONEY DEPOSIT) DECLARATION (ONLY FOR MSE'S)**

We the below mentioned tenderer for the (captioned tender) / “**Tender for appointment of Agency at various ports under NW-1**” 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.

**Place:**

**Date:**

**Signature of the tenderer**

**with rubber stamp of the company**

**PART – I**

**SECTION – IX**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**PROFORMA BANK GUARANTEE FOR EMD**

On a non-judicial Rs. 100 stamp paper

Bank Guarantee for Earnest Money Deposit.

To,  
Sir,

WHEREAS \_\_\_\_\_ a company within the meaning of the Companies Act, 1956/ a Partnership/Proprietor firm having its registered office/principal place of business/ place of business at \_\_\_\_\_ (hereinafter called “the tenderer”) have been called upon to furnish Bank Guarantee.

AND WHEREAS we \_\_\_\_\_ Bank have, at the request of the tenderer, agreed to give you this guarantee as herein contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. six months from the date of submission of tender along with this guarantee or any extension thereof and if the tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of \_\_\_\_\_ on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the tenderer.
- (c) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.
- (d) That the expressions “the tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- (e) Capitalised terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

**PART – I**

**SECTION – X**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**“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.

**PART – I**

**SECTION – XI**

**TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER**

<b>Sr. No.</b>	<b>Documents Required</b>	<b>Indicate (Yes/No)</b>		<b>Page No.</b>		
1	Bank Swift copy / UTR No. of Rs. 500 + 18% GST Rs. 90 = <b>Rs. 590/-</b> (Rupees Four Hundred and Ninety only) for Tender Fees	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
2	Bank Swift copy / UTR No. of <b>Rs. 9,300</b> (Rupees Nine Thousand and Three hundred only) for Earnest Money Deposit (EMD)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
3	Copy of Partnership Deed or Memorandum and Articles of Association of Company as the case may be.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
4	Copy of P&L A/c and Balance Sheet of last three years to evaluate the financial standing of the Company. (If the party is a Subsidiary Company – P&L A/c and Balance Sheet of Holding Company)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
5	Latest Organizational Chart or organogram.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
6	Copy of registration under Municipal/Shops and Establishment Act	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
7	Copy of certificate under Labour Commissioner's Office	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
8	Copy of PAN	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
9	Copy of GST	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
10	Banker's Certificate regarding financial status and credibility statement	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
11	List of Shipping Lines/ Companies for whom you work(ed) as Agent, with documentary evidence.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
12	The supporting document for endorsement of basic requirement fulfillment :-	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
13	a) Proof of experience of two years in last five years by providing letter from the client(s).	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
	Policy and Guidelines for removal/ suspension/ banning of entities signed by the same signatory who signs the bid document.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
14	Banning Guidelines Document signed by same signatory who signs the bid document.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	

**NOTE:** (a) *The bidders may kindly ensure to attach the above documents with Technical Tender, Part I (A) & (B) in the sequence given above.*

(b) *Any other certificates besides the above, if deemed necessary, can also be enclosed.*

**PART – II**

**E- TENDER FOR APPOINTMENT OF AGENCY AT VARIOUS PORTS UNDER NW-1**

**PRICE OFFER**

**1. Uttar Pradesh (Port – Prayagraj, Varanasi, Ghazipur)**

S.No	List of Items	Unit of Measure	Estimated Annual Volume	All Inclusive Rates	Remarks
1	Commission towards booking of Cargo	Percentage of Freight	Rs 40,00,000/-		Rate to be quoted in %
2	Agency jobs (include jobs detailed under heading "Job Description" in tender notice)	Lumpsum per Call	12		Rate to be quoted in INR
<b>*Note:</b>					
1	All rates should be exclusive of applicable GST				
2	Commission on freight shall be calculated on net freight earned by The SCI Ltd./ICSL				

**2. Bihar (Port – Patna, Barh, Munger, Bhagalpur)**

S.No	List of Items	Unit of Measure	Estimated Annual Volume	All Inclusive Rates	Remarks
1	Commission towards booking of Cargo	Percentage of Freight	Rs 40,00,000/-		Rate to be quoted in %
2	Agency jobs (include jobs detailed under heading "Job Description" in tender notice)	Lumpsum per Call	12		Rate to be quoted in INR
<b>*Note:</b>					
1	All rates should be exclusive of applicable GST				
2	Commission on freight shall be calculated on net freight earned by The SCI Ltd./ICSL				



### 3. Jharkhand (Port – Sahebganj, Pakur )

S.No	List of Items	Unit of Measure	Estimated Annual Volume	All Inclusive Rates	Remarks
1	Commission towards booking of Cargo	Percentage of Freight	Rs 20,00,000/-		Rate to be quoted in %
2	Agency jobs (include jobs detailed under heading "Job Description" in tender notice)	Lumpsum per Call	12		Rate to be quoted in INR
<b>*Note:</b>					
1	All rates should be exclusive of applicable GST				
2	Commission on freight shall be calculated on net freight earned by The SCI Ltd./ICSL				

### 4. West Bengal (Kolkata, Farakka, Haldia)

S.No	List of Items	Unit of Measure	Estimated Annual Volume	All Inclusive Rates	Remarks
1	Commission towards booking of Cargo	Percentage of Freight	Rs 1,00,00,000/-		Rate to be quoted in %
2	Agency jobs (include jobs detailed under heading "Job Description" in tender notice)	Lumpsum per Call	12		Rate to be quoted in INR
<b>*Note:</b>					
1	All rates should be exclusive of applicable GST				
2	Commission on freight shall be calculated on net freight earned by The SCI Ltd./ICSL				

- Bidder will be eligible to quote for one/more/all states in the price offer.