



**The Shipping Corporation of India Ltd.
(A Government of India Enterprise)
Purchase and Services Department**

No: P&S/AC/UAE/2025

Date: 13th March, 2025

To

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”.**

Due Date: 04/04/2025, 1700 HRS (IST)

- 1.0 The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as the “Corporation”) is looking for reputed Shipping Agencies in U.A.E. who can partner Corporation in its robust growth in trade.
- 2.0 Sealed tenders are invited by the Corporation from experienced and reputed Shipping Agencies having experience in Marketing, Ship Agency and related services in U.A.E.. The successful tenderer shall attend to Corporation’s all owned/ managed/ operated/ chartered vessels calling at all ports of U.A.E.
- 2.1 The total duration of the Contract will be for a period of 10 (TEN) years (inclusive of probation period) unless terminated in accordance with relevant Article of the Agency Agreement/Tender.
- 3.0 Prospective tenderers shall make a separate written application for obtaining prescribed tender forms addressed to the **Deputy General Manager-I/C (P&S)** at either of the below addresses and same can be collected on payment of the **Cost of Tender** (USD 100/-) per set (Non-refundable) in form of electronic remittance to SCI, London bank account (details as mentioned below):

Deputy General Manager-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.
Email: naveen.kumar@sci.co.in
Phone: + 91 22 2277 2375 / 22832759

Electronic Remittance to SCI's following Bank Account:

Bank Account Detail:-
State Bank of India,
15 King Street, London – EC2V 8EA,
UK.
Account No. : 10802103
Swift : SBINGB2L
SORT CODE : 60-83-65

- 4.0 Tender Documents are also available for downloading from SCI website www.shipindia.com and <http://eprocure.gov.in/epublish/app>. However sealed tender documents will not be accepted unless the tender fee (in the form of electronic remittance to SCI, London bank account) is furnished at the time of submission of the sealed tenders. The SWIFT copy of electronic remittance to be submitted along with the tender.
- 5.0 Sealed tenders duly completed alongwith requisite Earnest Money Deposit (EMD) as indicated in the tender document, should reach us at the following address latest by **17:00 hours IST on 04/04/2025**. Sealed tenders will be accepted in person/post/courier. However the same will not be accepted by e-mail/fax. Tenders received after stipulated due date and time will not be accepted. Tender received without EMD is liable to be rejected.
- Deputy General Manager-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
Email: naveen.kumar@sci.co.in
Phone: + 91 22 2277 2375 / 22832759
- 6.0 All tenderers shall have to sign an ‘Integrity Pact’ with the Corporation for handling and ensuring the transactions in a fair and transparent manner. The Integrity Pact document is attached with the tender.
- 7.0 Tenderer shall submit the tender along with “Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)”, issued along with the tender document (SECTION-VII), duly signed on all pages as a token of acceptance.
- 8.0 The instructions for Tender fee, EMD, filling the tender, eligibility criteria, assessment/evaluation of tender, terms and conditions of tender, scope of work as well as Agency Agreement is enumerated in the enclosed tender form.
- 9.0 The below mentioned important dates/timelines related to the subject should be noted by the Tenderers for strict compliance:

IMPORTANT DATES	START DATE AND TIME	END DATE AND TIME
Document Sale	13/03/2025 @ 1700 Hrs IST	04/04/2025 @ 1700 Hrs IST
Seek Clarification/queries	13/03/2025 @ 1700 Hrs IST	26/03/2025 @ 1700 Hrs IST
Bid Submission	13/03/2025 @ 1700 Hrs IST	04/04/2025 @ 1700 Hrs IST
Technical Bid (Part-I) Opening	07/04/2025 @ 1200 Hrs IST	NOT APPLICABLE

9.0 Tenderers are requested to see SCI website <http://www.shipindia.com> or Government of India's tenders portal <http://eprocure.gov.in/epublish/app> regularly till the due date of the tender for any possible Corrigendum Notice, Notice of the extension of the due date of the tender, etc. The said Corrigendum Notices would not be published in any newspapers.

The Corporation looks forward for your earnest participation and competitive bid for the subject tender.

Thanking you,

Yours Sincerely,

For The Shipping Corporation of India ltd.



The Shipping Corporation of India Ltd.
(A Government of India Enterprise)
Purchase and Services Division

TENDER REF. NO.:	P&S/AC/UAE/2025
TENDER TITLE:	TENDER FOR APPOINTMENT OF MARKETING & GENERAL SHIPPING AGENT AT U.A.E.
DUE DATE & TIME	04/04/2025 (MM/DD/YYYY), 17:00 HOURS (IST)
TENDER FEE	USD 100/- (USD One Hundred Only)
EARNEST MONEY DEPOSIT (EMD)	USD 76,200/- (USD Seventy Six Thousand Two Hundred only)

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PART - I

SECTION – I

TENDER FOR APPOINTMENT OF “GENERAL SHIPPING AGENT AT U.A.E.”.

GENERAL INFORMATION

- (1.0) Sealed tenders are invited by The Shipping Corporation of India Ltd., Mumbai, India, (hereinafter referred to as “the CORPORATION”) for “**Appointment of Marketing & General Shipping Agent at U.A.E.**” for all vessels owned/ operated/ managed/chartered by the CORPORATION and/ or its subsidiary/ associate companies including joint ventures and also those for which the CORPORATION acts as Managers.
- (1.1) **The Tenderer should have minimum three (03) years’ experience during the preceding five (05) years in handling Agency work/ Marketing from the date of publishing the tender. The successful tenderer will have to attend to all the Corporation’s vessels, as stated above, calling in the Territory of U.A.E.**
- (2.0) **TENDER FEE**
- (2.1) Tender documents can be collected on payment of **USD 100/- (USD One hundred only)** per tender set as tender fee (non refundable) through **Electronic Remittance to SCI’s following Bank Account:**

Bank Account Detail:-

State Bank of India,
15 King Street, London – EC2V 8EA,
UK.
Account No. : 10802103
Swift : SBINGB2L
SORT CODE : 60-83-65

- (2.2) On payment of tender fee of **USD 100/- (USD One Hundred only)**, the tender documents can be obtained from SCI’s Mumbai head office at the following address:

Deputy General Manager-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
Email: naveen.kumar@sci.co.in
Phone: + 91 22 2277 2375 / 22832759

Tenderers are required to submit their bids at Corporation’s Head Office at Mumbai, India only.

- (2.3) Tender documents are also 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>. However, in such cases, sealed tender documents, duly completed, must be accompanied by the Tender fee in the form of electronic remittance of USD 100/- (USD One Hundred only) to the Corporation's Bank Account (details as mentioned above) before Due Date and Time.

Please Note: Copy of payment receipt (Bank Swift copy of payment made) should be submitted along with technical offer. Tenders received without tender fee will not be considered.

- (2.4) Tender documents, if 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 Agency), 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.

COPY OF SWIFT MESSAGE FOR TRANSFER OF THE TENDER FEE AMOUNT MUST BE ENCLOSED WITH THE TECHNICAL OFFER (PART-I) OF THE TENDER.

- (2.5) Upon floating of the tender, two (02) weeks time will be given to the Tenderers to study the tender document and revert with their queries/issues, if any, on email, with clear mention of clause No. of the tender document, their views/remarks and suggestions/changes/amendment required, if any, with the reasoning. CORPORATION shall study the queries/changes suggested by the Tenderers, if any, and a corrigendum will be floated with changes, if any and bidders would be given two (02) weeks time thereafter, for submission of their bids.

(3.0) SUBMISSION OF TENDER

- (3.1) 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 superscribed as “APPOINTMENT OF MARKETING & GENERAL SHIPPING AGENT AT U.A.E.” addressed to:

Deputy General Manager-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.

Email: naveen.kumar@sci.co.in
Phone: + 91 22 2277 2375 / 22832759

- (3.2) **DUE DATE:** Tender should reach CORPORATION's office **latest by 17:00 Hours (IST) on 04/04/2025** at the above address. The Tenderer must deposit the aforesaid sealed tender in the office of **Deputy General Manager-I/C (P&S)**'s Secretariat, on the 12th Floor, before due date and time. However, if it is not convenient for the Tenderer to visit CORPORATION's office in Mumbai, then the Tenderer may send the tender

by post / courier service at the above mentioned address so as to reach the CORPORATION's office on or before the due date and time.

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

(3.3) TENDERS SUBMITTED BY E-MAIL/FAX WILL NOT BE ACCEPTED. Sealed tenders will be accepted in person/by Post/by Courier.

(4.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER

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

(4.1) The Tender Forms are issued in two parts:

(i) Part I (Technical Offer) includes:-

SECTION – I:	<u>GENERAL INFORMATION</u>
SECTION – II:	<u>ELIGIBILITY CRITERIA FOR QUALIFICATION</u>
SECTION – III:	<u>GENERAL TERMS AND CONDITIONS</u>
SECTION – IV:	<u>FORM OF PARTICULARS</u>
SECTION – V:	<u>SCOPE OF WORK & SPECIFICATIONS</u>
SECTION – VI:	<u>MODEL AGENCY AGREEMENT</u>
SECTION – VII:	<u>BIDDING GUIDELINES</u>
SECTION – VIII:	<u>INTEGRITY PACT DOCUMENT</u>
SECTION – IX:	<u>MEDIATION CLAUSE</u>
SECTION – X:	<u>GUIDELINES FOR ELIGIBILITY OF A “BIDDER” FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u>
SECTION – XI:	<u>BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT</u>
SECTION – XII:	<u>FORMAT OF PERFORMANCE BANK GUARANTEE</u>
SECTION – XIII :	<u>CHECKLIST OF DOCUMENTS TO BE ATTACHED</u>
SECTION – XIV:	<u>STANDARD OPERATING PROCEDURE (SOP)</u>

(ii) Part II (Price Offer) includes:-

PRICE OFFER FORMAT FOR U.A.E.

[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, Section-XI, Section-XII, Section-XIII and Section-XIV {including all supporting documents / attachments} should be serially numbered & signed by authorized signatory and total number of pages should be written on first page) and all pages of Part II should also be serially numbered & duly signed by authorized signatory and total number of pages should be written on first page].

(4.2) The Tenderers are requested to submit the "**Technical Offer**" consisting of **Part – I** (Section – I to XIV) {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, fax, email & mobile (if any)), should be indicated

on the bottom left side of the cover. The first sealed envelope should be superscribed 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 **Deputy General Manager-I/C (P&S)** according to instructions as mentioned above. The third sealed cover, also having contact details of the company (name, address, telephone, fax, email & mobile (if any)) indicated on the bottom left side of the cover; to be superscribed "**TENDER FOR APPOINTMENT OF MARKETING & GENERAL SHIPPING AGENT AT U.A.E.**" Due Date **04/04/2025, 17:00 hours IST.**

The Tenderers who download the tender document from the SCI/GOVT. website shall submit the tender in the same fashion as described above.

(5.0) ASSESSMENT OF TENDER

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

(6.0) Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis of 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.

(7.0) The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

(8.0) INTEGRITY PACT

All tenderers shall have to sign an ‘Integrity Pact’ with the CORPORATION for handling and ensuring the transactions in a fair and transparent manner. The Integrity Pact document is attached with the tender, as Section-VIII. The tenderer shall submit the tender along with the “Integrity Pact”, duly signed on all pages and details filled in properly. All pages of the Integrity Pact 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 Integrity Pact shall be unconditional and the tenderer must not change any contents of the Integrity Pact.

The signed Integrity Pact should be enclosed with the technical offer of the tender only. Tenders received without the signed Integrity Pact and/or without details filled in, shall be rejected.

(9.0) BANNING GUIDELINES

The tenderer shall submit the tender along with “**Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)**”, issued along with the tender document (SECTION-VII), duly signed on all pages as a token of acceptance. All pages of the **Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of **Banning Guidelines** shall be unconditional and the tenderer must not change any contents of the **Banning Guidelines**. The signed **Banning Guidelines** should be enclosed with the technical offer of the tender only. Tenders received without the signed **Banning Guidelines** shall be liable to be rejected.

(10.0) Independent External Monitors (IEMs) have been appointed to oversee the implementation of the Integrity Pact. The contact details of the IEMs are as follows:

The contact details of the IEM are as follows:-

- (a) **Shri Mukesh Mittal, E-Mail:** mumittal@hotmail.com
- (b) **Shri Deepak Chaturvedi, E-Mail:** chaturvedideep@rediffmail.com
- (c) **Shri Ashwani Kumar – E-mail :** ashwani.ashwani282@gmail.com

(11.0) Designation and contact details of Officers of CORPORATION, for this tender are:

Deputy General Manager-I/C (P&S)

Phone No.: 022-22832759 (Direct)

Phone No.022-2277 2375 (Board)

Email: naveen.kumar@sci.co.in

CM-I/C (Agency)

Phone No.022-22772397 (Board)

Email: mn.sidhwani@sci.co.in

PART – I

SECTION – II

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

ELIGIBILITY CRITERIA FOR QUALIFICATION

ELIGIBILITY CRITERIA: The following eligibility criteria must be strictly fulfilled by the bidders. The bidders must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterhead certifying authenticity of these documents, while submitting the bid. The bids received without the documentary evidence are liable to be rejected.

- (1.0)** Tenderer should have **minimum Three (3) years’ experience during the preceding five (5) years** in handling Agency work for

a. Liner vessels (containers and breakbulk)

and

b. Dry bulk vessels and/or tanker vessels.

*[Substantiate your experience by furnishing details of agency work handled during last 5 years from 2020 to 2024, indicating names of shipping companies for whom you are working as Agent, copies of documents/ certificates (Port registration copy, documentary proof of the vessel handling from third parties (port authorities/other principals) as proof of experience. **Self certification will not be considered valid experience.**]*

- (1.1)** Tenderer should have handled volume of minimum **20,000 TEUs in last 5 years** as Marketing/ Liner Agent

*[Experience certificate on letter head of customer / Shipping line signed and stamped by Authorised representative. Experience certificate should provide details of container volume handed by the bidder. Port invoices indicating container volume handled by bidder. **Self certification will not be considered valid experience.**]*

- (2.0)** Tenderer should have an existing office and infrastructure at U.A.E. and should be capable of handling all ports in the territory of U.A.E. **(Electricity bill/Telephone bill/ Internet bill/ Water receipt/ Municipality receipt, etc has to be attached as a proof of address for office in U.A.E.)**

(3.0) Tenderer should have following Licenses :

- a) Commercial License issued by Government of Dubai
- b) Trading License issued by Government of Sharjah
- c) Professional/ Commercial License issued by Government of Fujairah
- d) Port Operations License (Port of Fujairah)

(4.0) Tenderer should have Agency Deposit at Dubai, Sharjah, Abu Dhabi and Ras Al Khaimah as required by Port Rules. Tenderer should have Agency Deposit for Fujairah port and Bank Guarantee for Fujairah Terminal Operations.

(5.0) Tenderer should have **positive networth** during the immediate last financial year **(2023-24)** as per their audited Financial Documents (Balance Sheet, P&L Accounts and Auditors' Report).

(6.0) It is mandatory for the Tenderer to accept and sign the Model Agency Agreement attached at Section VI of Technical Offer, in toto without any changes and conditions.

(7.0) It is mandatory for the tenderer to accept submission of a Performance Bank Guarantee in favour of the Corporation, for an amount of **USD 500,000/- (USD Five Hundred Thousand only)**. Successful Tenderer will have to furnish a Performance Bank Guarantee for an amount of USD 500,000/- in favour of the Corporation, if awarded the Agency. Such a BG should be perpetual in nature and valid for entire duration of the Agreement plus three months beyond the expiry of the agreement, as per text of Bank Guarantee format, attached at Section XII of Technical offer. The Performance BG should be issued by a Bank in India and Tenderer Bank must issue the BG through a Bank in Mumbai. The Bank Guarantee amount would be reviewed by the Corporation periodically/ annually depending on the volume of business.

Note: 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 MARKETING & GENERAL SHIPPING AGENT AT U.A.E.”

GENERAL TERMS AND CONDITIONS

- (1.0) The tender should be submitted in a sealed cover addressed to as under, so as to reach the CORPORATION not later than **04/04/2025, 17:00 HOURS (IST)**.

Deputy General Manager-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.**
Email: naveen.kumar@sci.co.in
Phone: + 91 22 2277 2375 / 22832759

The cover should be superscribed as **“TENDER FOR APPOINTMENT OF
MARKETING & GENERAL SHIPPING AGENT AT U.A.E.”**.

The tender will be opened on a 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 can attend tender opening. Authorised representative should bring along authority letter from their CEO authorising him/her to attend tender opening.

(2.0) **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE
BIDS**

The CORPORATION, at its discretion, may extend the due date for submission of bids but tenderer’s first submission of tender shall be the final proposal.

Tenderer shall neither be allowed to change or modify the submitted bid documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extension period of tender due date.

(3.0) **PERIOD OF CONTRACT**

- (3.1) The total duration of the Contract will be for a period of TEN (10) Years (inclusive of probation period) unless terminated in accordance with relevant Article of the Model Agency Agreement/Tender at Section–VI. CORPORATION reserves the right to terminate the agreement, without assigning any reason by giving Thirty (30) days notice to the Agent stating the intention to terminate the Agreement, and up on expiration of such Notice, this Agreement shall stand canceled and revoked, provided nothing contained in this clause shall prejudice the rights of the Corporation to terminate this Agreement on the happening of the event mentioned in Article 27 of the Agreement.
- (3.2) The successful Tenderer would be initially appointed for a period of six (06) months on probation and his performance would be monitored during this probation period. In the event of unsatisfactory performance during this probation period, of which the

CORPORATION shall be the sole judge, the CORPORATION may extend the probation period only once for a further period of three (03) months. On successful completion of the probation period, the tenderer would be regularized as General Agent and duration of the agreement will be for a total period of Ten (10) years inclusive of probation period.

CORPORATION's decision in this regard shall be final and binding.

- (3.3) If after reviewing the performance of the AGENT during the probation period or extended probation period, if any, the CORPORATION finds that the performance is not as per the desired standard or the AGENT is in violation of any of the terms and conditions of the AGENCY AGREEMENT, in such a case the CORPORATION reserves the right to terminate this appointment forthwith without giving any reasons thereto.
- (4.0) It is mandatory for the Tenderer to accept the Model Agency Agreement attached at **Section–VI** of Technical offer, in toto. Successful Tenderer will have to sign the Model Agency Agreement attached at **Section–VI** of this Technical offer without any changes and conditions.
- (5.0) It is mandatory for the Tenderer to use the CORPORATION's IT system for carrying out business of the CORPORATION. Presently DANAOS & AFSYS are used in SCI's ERP system. A complete procedure to be followed by AGENT for working in CORPORATION's current IT Systems is enumerated in SOP (Standard Operating Procedure) attached at **SECTION XIV** which is integral part of the Tender. AGENT shall be guided by accordingly and shall ensure its strict compliance. This SOP will be updated/revised from time to time as per requirement of CORPORATION and AGENT shall be updated on same for compliance.
- (6.0) The CORPORATION reserves the right to obtain from the AGENT Bank Guarantee in the format prescribed by the CORPORATION. It is mandatory for the Tenderer to accept submission of a Performance Bank Guarantee in favour of the CORPORATION, if awarded the agency, in the event the CORPORATION requires to obtain Bank Guarantee from the AGENT. The AGENT shall submit the Bank Guarantee from a commercial bank acceptable to the Corporation. The (premium/commission) cost of the Bank Guarantee so furnished by the AGENT shall be borne by the AGENT only. Such a Bank guarantee should be perpetual in nature and valid for the entire duration of the Agreement plus three months beyond the expiry of the agreement, as per text of Bank Guarantee format, attached at **Section-XII** of Technical offer. The bank Guarantee amount would be reviewed by the CORPORATION annually.
- (7.0) **RATES**
- (7.1) The Rates quoted shall be "ALL INCLUSIVE" and strictly as per tender Price Offer format.
- (7.2) Rates quoted shall be according to the units/ activities shown in the tender Price Offer format.
- (7.3) The tenderers are requested to quote their best and final offer in the Price Offer (PART-II) of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.

- (7.4) Rates are to be quoted in **USD** unless otherwise indicated in Price Offer.
- (7.5) 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.
- (7.6) If a firm quotes NIL Charges/ consideration, SCI will treat the bid as nonresponsive and SCI will not consider the same.
- (7.7) The tenderers are advised to exercise greatest care in entering the rates. Any excuses that mistakes have been made or any request for corrections will not be entertained after the quotations are opened. Corrections, if any, made before submission of the tender forms should be initialled by the person signing the tender form, failing which rates for such items will not be considered.
- (7.8) CORPORATION reserves the right to review the Agency Tariff every three years at its sole discretion.

(8.0) EARNEST MONEY DEPOSIT

- (8.1) The tender should be accompanied by a Bank Swift Message of Electronic remittance (as a Proof) in favour of "**The Shipping Corporation of India Ltd.**", for a sum of **USD 76,200/- (USD Seventy Six Thousand Two Hundred only)** as Earnest Money Deposit (EMD) to be refundable, except on withdrawal of the offer before decision and/or failure of the tenderer to accept the contract, if awarded.

The payment of EMD i.e. **USD 76,200/-** should be made before Due Date and Time through Electronic Remittance to SCI's following Bank Account:

Bank Account Detail :-
State Bank of India,
15 King Street, London – EC2V 8EA,
UK.
Account No. : **10802103**
Swift : **SBINGB2L**
SORT CODE : **60-83-65**

- (8.2) The Tenderer has the option to submit EMD in the form of Bank Guarantee (refer SECTION-XI Bank Guarantee format of EMD) from a reputed International Bank with a validity of not less than nine months.
- (8.3) The Swift Message (proof of fund transfer) / Bank Guarantee for Earnest Money Deposit must be enclosed with the Part-I (Technical Offer) only and details should be indicated in the **Form of Particulars**.
- (8.4) **TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.**

(8.5) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

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

- (i) The Tenderer withdraws his offer any time before the tender is finally considered/decided upon.
- (ii) The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.
- (iii) The tenderer seeks amendment of tender terms, or the price offer submitted after submission of tender.
- (iv) The Tenderer fails to accept the contract, if awarded or fails to submit Performance Guarantee on award of the contract.
- (v) The tenderer violates the terms of Integrity Pact

- (8.6)** The EMD amount will be refunded to the unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period, whichever is earlier.

The Earnest Money Deposit (EMD) is payable to the successful tenderer only after his accepting the contract and submission of Security Deposit and/or Performance Guarantee.

No interest shall be payable on the Earnest Money Deposit (EMD).

(9.0) DISQUALIFICATION

The tender is liable to be disqualified if:

- (i) Not submitted in accordance with terms and conditions of the Tender document.
- (ii) Not accompanied by Earnest Money Deposit in the form of Electronic Remittance / Bank Guarantee and Tender Fees in the form of Electronic Remittance.
- (iii) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- (iv) The Tenderer qualifies the tender with his own conditions.
- (v) Tender received in incomplete form including Rate schedule.
- (vi) Tender received after due date and time.
- (vii) Information submitted in 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.
- (viii) The Awardee of the contract qualifies the letter of acceptance of the contract with his own conditions.
- (ix) 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.
- (x) 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 (02) years.

- (xi) The Tenderer is found to be financially unsound (having negative net worth in last immediate year on the basis of the audited Balance Sheet/ P&L A/c submitted with the tender.
- (xii) Not accompanied by all requisite documents. Price offer is enclosed with Technical Offer.
- (xiii) The Tenderer is found to be in arrears or default with regard to the payment of dues to various concerned local Government agencies.
- (xiv) The Tenderer refuses to sign the Model Agency Agreement attached as **SECTION – VI** of tender document.
- (xv) The tenderer submits an incomplete Integrity Pact & Banning Guidelines document, or the Integrity Pact & Banning Guidelines document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Integrity Pact.
- (xvi) The Tenderer changes the name of the firm during the processing of the tender.
- (xv) Canvassing in any form shall lead to disqualification.

(10.0) VALIDITY OF TENDER

- (10.1) The tender submitted should be valid for a period of six (06) months from the due date/extended due date, as the case may be. In case processing/ finalization of the tender takes more than six (06) months, the tenderer who wishes to withdraw their Price Offer, shall have to write to the CORPORATION within a week of expiry of SIX (06) MONTHS withdrawing their Price Offer, else the rate will hold valid till the tender finalisation.
- (10.2) In case the Tenderer revises/changes its Price Offer during the validity of the tender, the tender would be liable to be rejected and the Earnest Money Deposit submitted with the tender shall stand forfeited.

(11.0) EVALUATION

- (11.1) Tenderers must quote for all the items as per Price format/Schedule of Rates. However, if any Tenderer quotes for only 80% of the value of the Tender, their bid can be processed by loading with highest value quoted by other bidders for the remaining items, for which the Tenderer has not quoted. If any Tenderer quotes for less than 80% of the value of the tender, their offer will not be considered by CORPORATION and is liable to be disqualified. The decision of the CORPORATION in this regard shall be final and binding on the tenderer.
- (11.2) Tenderers must quote for all the items as per the price offer format / Schedule of rates. In case the tenderer does not quote for few of the listed items as per the price format; then :
 - a) For the purpose of evaluation of contract- The items not quoted will be assigned the highest value quoted by the rest of the tenderers

b) For the purpose of execution of contract – The items not quoted will be assigned, the lowest of the lowest rate quoted by rest of the tenderers and considered as the base rate.

However, 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.

- (11.3) The estimated annual volume for each item/activity will be multiplied by the corresponding quoted rate by each tenderer and the results will be totalled to arrive at the overall financial implications for U.A.E.. Quoted rates will be converted from USD to Indian Rupees on the basis of closing B.C. Selling exchange rate declared by the State Bank of India on the due date of the tender. This total financial implication will be used to decide order of competitiveness. **Conditional discounts will not be taken into account for the financial evaluation.**

Bids shall be evaluated in Indian Rupees.

- (11.4) 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.
- (11.5) The Agency shall be awarded to only **ONE** successful L1 tenderer for U.A.E..
- (11.6) Negotiations may be carried out with L1 party.
- (12.0) The estimated volume 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.
- (13.0) Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the CORPORATION in this regard shall be final and binding.
- (14.0) CORPORATION reserves the right to decide about technical capability, expertise and/ or the Tenderer's capacity for fulfillment/compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above.
- (15.0) The tenderers with whom the CORPORATION has dealt with earlier may also note that their performance during past contracts with the CORPORATION and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at CORPORATION's sole discretion whether to consider such party for award of contract. However, the parties with which CORPORATION's legal dispute is pending, award/ non-award of the contract, to such party, will be the sole discretion of the CORPORATION.
- (16.0) The submission of a tender by a tenderer implies that he has read the instructions and has made himself aware of the scope of 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.

(17.0) It is mandatory for the tenderer to use the CORPORATION'S IT system for carrying out business of the CORPORATION. Presently AFSYS and DANAOS are used in SCI's IT system.

(18.0) In case of difference between Terms and Conditions herein above and text of AGENCY AGREEMENT (SECTION-VI), the provision of AGENCY AGREEMENT would prevail.

(19.0) RISK PURCHASE CLAUSE

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

(i) Agent has failed to arrange services from the date of commencement of the contract,
or

(ii) The services are not arranged in time, or assigned job has not been completed in time,
or

(iii) The services rendered by the Agent are found unsatisfactory,
or

(iv) Services do not conform to the quality/ specifications indicated in the agreement

The CORPORATION will be at liberty to obtain the services from alternative sources at the risk and cost of the appointed Agent.

(20.0) PENALTY CLAUSE

As per ARTICLE 26 of Model Agency Agreement (Section – VI).

(21.0) TERMINATION CLAUSE

As per ARTICLE 27 of Model Agency Agreement (Section – VI).

(22.0) 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.

(23.0) BANNING GUIDELINES

The tenderer shall submit the tender along with “**Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)**”, issued along with the tender document (SECTION-VII), duly signed on all pages as a token of acceptance. All pages of the **Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he

represents. The acceptance of **Banning Guidelines** shall be unconditional and the tenderer must not change any contents of the **Banning Guidelines**. The signed **Banning Guidelines** should be enclosed with the technical offer of the tender only. Tenders received without the signed **Banning Guidelines** shall be liable to be rejected.

(24.0) INTEGRITY PACT

All tenderers shall have to sign an 'Integrity Pact' with the CORPORATION for handling and ensuring the transactions in a fair and transparent manner. The Integrity Pact document is attached with the tender, as **Section-VIII**. The tenderer shall submit the tender along with the "Integrity Pact", duly signed on all pages and details filled in properly. All pages of the Integrity Pact 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 Integrity Pact shall be unconditional and the tenderer must not change any contents of the Integrity Pact.

The signed Integrity Pact should be enclosed with the technical offer of the tender only. Tenders received without the signed Integrity Pact and/or without details filled in, shall be rejected.

Independent External Monitors (IEMs) have been appointed to oversee the implementation of the Integrity Pact. The contact details of the IEMs are as follows:

The contact details of the IEM are as follows:-

- (a) Shri Deepak Chaturvedi, E-Mail: chaturvedideep@rediffmail.com**
- (b) Shri Mukesh Mittal, E-Mail: mumittal@hotmail.com**
- (c) Shri Ashwani Kumar – E-mail : ashwani.ashwani282@gmail.com**

A person signing Intergrity Pact shall not approach the courts while representing the matter to IEMs and he/she will await their decision in the matter.

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

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

- i) merging with some other company or
- ii) collaboration with some other company or
- iii) for any other reason

or, if any change takes 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 Agency as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of change(s), the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by CORPORATION.

(27.0) PERFORMANCE BANK GUARANTEE

- (27.1) Successful Tenderer will have to furnish a Performance Bank Guarantee for an amount of USD **500,000/- (USD Five Hundred Thousand only)**, in favour of the CORPORATION, if awarded the Agency. Such a Bank guarantee should be perpetual in nature and valid for the entire duration of the Agreement of ten years from the date of commencement of the agreement plus three (03) months beyond the expiry of the agreement, as per text of Bank Guarantee format, attached at Section XII of Technical offer. The Performance BG should be issued by a Bank in India and Tenderer Bank must issue the BG through a Bank in Mumbai.

The (premium/commission) cost of the Bank Guarantee so furnished by the AGENT shall be borne by the successful Tenderer only.

The quantum of the bank guarantee shall be reviewed periodically / annually by the CORPORATION and revised, if required, which shall be at the absolute discretion of the CORPORATION.

(Refer Article 17 of Model Agency Agreement Section-VI for more details).

Format of PERFORMANCE BANK GUARANTEE would be strictly as per SECTION-XII of this tender document.

- (27.2) In case of termination of the Agency for any reason as per relevant clause of the Agency Agreement Performance Bank Guarantee shall stand forfeited, either wholly or partly and the Agent shall have no claim whatsoever against the CORPORATION in consequence of such termination of the contract.
- (27.3) In the event the Agent gives up the work before expiry of the Agreement including extension periods if opted for by the CORPORATION, or is unable to service the Agreement for whatsoever reason, the Performance Bank Guarantee shall stand forfeited.
- (27.4) No interest shall be payable on the Performance Bank Guarantee.
- (27.5) The CORPORATION shall also be entitled to make recoveries from the Agent's bills, Performance Bank Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (27.6) The Performance Bank Guarantee furnished by the Agent towards satisfactory performance of the agency agreement shall, subject to necessary deductions, if any, be returned to him after three (03) months on expiry of the Agreement.

(28.0) SECURITY CLAUSE

- (28.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (28.2) The Agent will be responsible to the CORPORATION for ensuring that men, material, spares, stores, etc. being placed by them on board the ships do not pose a threat to safety and security of ships owned, managed, operated, leased or chartered by the CORPORATION.

(28.3) The Agent 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.

(29.0) WAIVER

It shall always be open to the CORPORATION by written communication to the Agent to waive in whole or part, any right or the enforcement of any right or remedy which the CORPORATION may have against the Agent or of any obligations which the Agent 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 Agent 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 CORPORATION to insist upon the strict adherence of the attendant obligations of the Agent and/or the future enforcement of the right by the CORPORATION in respect of the same and/or any other dependent obligation.

(30.0) INDEMNITY

As per ARTICLE 15 of Agency Agreement Section-VI

(31.0) GOVERNING LAW AND DISPUTES

As per ARTICLE 36 of Agency Agreement Section-VI

(32.0) MEDIATION

In the event of any dispute between the management and the contractor relating to those contracts where Integrity pact is applicable, in case, both the parties are agreeable, attempt to settle the dispute through mediation before the panel of IEMs in a time bound manner may be made. Such Mediation is to be guided by the Civil Procedure Mediation Rules 2006 issued by Hon'ble Bombay High Court.

(33.0) NON LIABILITY OF GOVERNMENT OF INDIA:

As per ARTICLE 30 of Model Agency Agreement Section-VI

(34.0) Successful tenderer for the subject tender shall not have and expressly waives any lien, security interest or encumbrance on any SCI's asset. The tenderer is only a bailee and shall not have any claim or right over SCI's goods and assets.

We have perused the above Terms and Conditions of the tender and hereby confirm our acceptance of same. We also confirm that we have quoted rates with knowledge and understanding of Terms and Conditions of tender.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

Place: (_____)
Date: **Signature of Tenderer with Rubber Stamp of the Firm**
Name of the Signatory : _____
Designation: _____
Company Seal:

N.B. - Please return this form and the Form of Particulars duly signed and stamped on each page.

PART - I

SECTION – IV

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

(DUE DATE: 04/04/2025 1700 hrs. IST)

FORM OF PARTICULARS

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1)	Full Name of the Firm/Company	
2)	Registered Postal Address of the Firm/Company & its principal place of business.	
3)	Landline Telephone(s)	
4)	Names & contact details/Mobile Number(s) of the concerned officials / contact person	
5)	Fax Number(s)	
6)	Email Address & Web Address	
7)	If a subsidiary Company, Name & Address of the holding company	
8)	Year and Date of Establishment of the Firm/Company	
9) a)	Date of commencement of Shipping Agency work at U.A.E.	
9) b)	Address for office in U.A.E. (Electricity bill/Telephone bill/ Internet bill/ Water receipt/ Municipality receipt, etc as a proof of address for office in U.A.E.)	
10)	Is your organization, Proprietorship or Partnership or Private or Public Limited Company? Please specify. [Please enclose copy of Partnership Deed / Memorandum & Article of Association, Organization Chart and Audited Balance Sheet, Profit & Loss Account of your company for the last three years viz. 2022, 2023 & 2024]	

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	[If the supporting documents are in language other than English then the certified English Translated copy to be attached duly signed by tenderer.]	
11)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
12)	Is your Company belonging to a Business Group of companies? [If yes, furnish details]	
13)	Whether your firm has branch offices at any other places. [If yes, furnish details]	
14)	Whether your firm has got registered with Competent Authority for conducting the subject business. (Attach Copy)	
15)	Whether the company has changed its name during the last five years. If yes, please state company's previous name.	
16)	Name(s) of your Bankers and their Address [Tenderer to provide banker's certificate confirming particulars of tenderer's account and age of the account]	
17)	<p><u>Details of Experience:</u> Tenderer should have minimum three (3) years' experience during the preceding five (5) years in handling agency work for :</p> <p>Liner vessels (containers and breakbulk)</p> <p>and</p> <p>dry bulk vessels and/or tanker vessels</p> <p>1.1 Tenderer should have handled volume of minimum 20,000 TEUs in last 5 years as Marketing/ Liner Agent</p> <p>State the name(s) of the Shipping Companies (of International repute) for whom you are working as Shipping AGENT.</p> <p>[Attach separate sheets to substantiate your experience] (Also attach experience certificate from your clients)</p>	

18)	<p>Total number of vessels handled per year-</p> <ul style="list-style-type: none"> i) Liner Shipping (Containers), ii) Dry Bulk vessels and/or Tanker vessels iii) Others <p>[Substantiate your experience by furnishing details of agency work handled during the period, names of shipping companies, copies of documents/certificates from third parties (port authorities/other principals) as proof of experience.</p>	
19)	<p>Number of sailings with destination of each line attended to on a Yearly basis. Names of the Shipping Lines handled at present.</p>	
20)	<p>Please indicate monthly the volume of cargo generated during the last 36 months at U.A.E. –</p> <ul style="list-style-type: none"> (i) Containerised cargo (in TEUs) (ii) Break-bulk Cargo (in Tons) 	
21)	<p>Total turnover of the tendering firm during the last three (3) years in U.S. \$.</p>	
22)	<p>Full particulars of branches and associates at ports, in U.A.E. [Please attach separate sheets if required]</p>	
23)	<p>It is mandatory for the tenderer to accept submission of a Performance Bank Guarantee in favour of the Corporation, for an amount of USD 500,000/- (USD Five Hundred Thousand only).</p> <p>Successful Tenderer will have to furnish a Performance Bank Guarantee for an amount of USD 500,000/-in favour of the Corporation, if awarded the Agency. Such a BG should be perpetual in nature and valid for entire duration of the Agreement plus three months beyond the expiry of the agreement, as per text of Bank Guarantee format, attached at Section xx of Technical offer. The Performance BG should be issued by a Bank in India and Tenderer Bank must issue the BG through a Bank in Mumbai. The Bank Guarantee amount would be reviewed by the Corporation periodically/ annually depending on the volume of business.</p> <p>Confirm your acceptance.</p>	YES / NO

24)	Give details of other activities related to Shipping Business such as ship ownership, road transport, haulage, stevedoring, ship repairs, procuring and forwarding ship spares to other destinations, cargo broker, shipper, ship Chandler, clearing and forwarding agents, logistics and warehousing, etc.	
25)	Whether your company is recognised by any of the international P&I Clubs or any other recognised International Body, Underwriters? Do you represent any of the P&I Club or any other recognised body? (Please enclose documentary evidence in support, if answer is affirmative).	
26)	Are you a registered Freight Forwarder / NVOCC? [If so, kindly provide details with necessary supporting documents.]	
27)	Are you licensed to receive ship owners/operators MBL (Master Bill of Lading), mentioning your company as the shipper.	
28)	Are you licensed to issue House Bill of Lading on day-to-day basis after receiving MBL (Master B/L) from vessel owner /operators.	YES / NO
29)	State whether you have Custom Agency House. If yes, please provide details.	
30)	State whether you have Disbursement Account (DA) desk. If yes, please provide details.	
31)	Give details of Software applications in use by the Tenderer for Shipping Agency Services, documentation, etc.	
32)	It is mandatory that the tenderer will have to work in CORPORATION's IT system. Presently DANAOS are used in SCI's IT system. Confirm your compliance. Training (if required) will be provided by CORPORATION at its Head Office at the cost of tenderer/appointed Agent.	YES / NO
33)	Any other details considered relevant, such as details of barges and boats owned.	

34)	Whether you have a bonded warehouse as well as ordinary warehouse for storing ship's spare parts?	
35)	State whether any of the partners or Directors of the company is /are on the Board of Local Port or Dock Labour Board / Terminal Shippers Council. If so, please provide details.	
36)	Please state whether any of your Associate / Subsidiary Company is Holding Agency of any Shipping Company, and if so, details of the same.	
37)	Have you ever been agent of the CORPORATION? If so, state the period of agency and furnish the list of CORPORATION's vessels handled by you. Was your agency terminated? If yes, please furnish full details.	
38)	Whether your firm has been disqualified by the SCI at any time in the past <u>for this particular tender or for any other tender.</u> If yes, state reasons.	
39)	Whether your agency has been terminated in past by any other Shipping Line? If so, reasons thereof with the name of shipping line.	
40)	Whether your firm has been disqualified by any Shipping Company at any time in the past for <u>similar tender.</u> If yes, state reasons.	
42)	Please state if any member of your company has any relative employed in The Shipping CORPORATION of India Ltd. (If Yes, give full details)	
43)	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as Vice President/Deputy General Manager or <u>higher level</u> in the preceding two years as on bid closing date. If yes, please furnish name and designation of that officer in your firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be mentioned. Role and responsibility of that officer in your	

	firm especially with regard to the contract for which this bid is made should be clearly spelt out.	
44)	In case you are the successful Tenderer, you will have to sign the Model Agency Agreement as per the text attached along with the tender documents (Section–VI) without any changes. Please confirm your acceptance.	YES / NO
45)	<u>Earnest Money Deposit</u> Particulars of Electronic Remittance / Bank Guarantee enclosed with the <u>Part I (Technical Offer)</u> of the Tender.	Electronic Remittance / Bank Guarantee No.: Date of Issue of Remittance/BG: Drawn On Bank (in case of BG): USD 76,200/- (USD Seventy Six Thousand Two Hundred only)
46)	<u>Tender Fee</u> Proof of Electronic Remittance enclosed with the <u>Part I (Technical Offer)</u> of the Tender	USD 100/- (USD One Hundred only) Electronic Remittance No: Date of Issue of Remittance:

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

Note: The Tenderers are required to submit their complete tender along with supporting documents in English only. In case the tender and supporting documents are submitted in any language other than English, Tenderers are required to submit attested English translation of these documents along with their Tender. Any tender submitted without English translation will not be considered for evaluation.

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 Tenderer)

**With Rubber Stamp of
Agency/ Firm**

Date: _____

Full Name: _____

Place: _____

Designation: _____

PART –I

SECTION – V

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

SCOPE OF WORK & SPECIFICATION

- (1.0) 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 the Agency Agreement, including the use of the CORPORATION’s documentation, IT systems, etc..
- (2.0) It is mandatory for the Tenderer to accept the Model Agency Agreement attached at **Section–VI** of Technical offer, in toto. Successful Tenderer will have to sign the Model Agency Agreement attached at **Section–VI** of this Technical offer without any changes and conditions. Since the scope of work of the Agent will be related to husbanding activities, only the provisions relating to the work for which the agent is appointed will be applicable, rest clauses of the Model Agency Agreement relating to other scope of work will not be applicable.
- (3.0) It is mandatory for the Tenderer to use the CORPORATION’s IT system for carrying out business of the CORPORATION. Presently DANAOS & AFSYS are used in SCI’s ERP system. A complete procedure to be followed by AGENT for working in CORPORATION’s current IT Systems is enumerated in SOP (Standard Operating Procedure) attached at **SECTION XIV** which is integral part of the Tender. AGENT shall be guided by accordingly and shall ensure its strict compliance. This SOP will be updated/revised from time to time as per requirement of CORPORATION and AGENT shall be updated on same.

Tenderer to refer Section VI of this Tender document and Model Agency Agreement for detailed Duties, Responsibilities and Scope of work of the Agent, under subject tender/contract.

PART – I
SECTION – VI

**TENDER FOR “APPOINTMENT OF MARKETING & SHIPPING AGENT AT
U.A.E.”**

MODEL AGENCY AGREEMENT

DEFINITIONS

CORPORATION:

The Shipping Corporation of India Limited, including its administrators, executors, successors and permitted assigns.

AGENT:

The firm or corporation, including its administrators, executors, successors and permitted assigns, appointed by the CORPORATION to perform Agency Services on the terms and conditions of the Agency Agreement and the respective Order for each Ship’s call.

AGENCY AGREEMENT:

The agreement entered into between the CORPORATION and AGENT pursuant to which Agency Services are provided.

AGENCY SERVICES:

The services which the AGENT has agreed to provide and as set out in the terms and conditions of the Agency Agreement and the respective Order for each Ship’s call.

CYBER INCIDENT:

Any action taken through the use of computer networks that result in an actual or potentially adverse effect on the AGENT's information system and/or the CORPORATION’s System and/or CORPORATION’S Data residing on either system.

PROBATION PERIOD:

Period of first six months, extended up to another period of three months, during which performance of newly appointed AGENT would be monitored by the CORPORATION and only on successful completion of such a period, the AGENT would be regularized as General Agent.

ORDER:

Means any order, whether verbal or in writing, received by the AGENT from the CORPORATION, for the provision of Agency Services, duly accepted by the AGENT and governed by the Agency Agreement.

RELATED PARTY:

Means any Person which is controlled by, controls or is under common control with, whether in fact or in law and whether directly or indirectly, under the control of the AGENT.

RELATED PARTY TRANSACTION:

Means the transfer of resources, services, or obligations between Related Parties, regardless of whether a price is charged.

RELATED PARTY DISCLOSURES:

Means disclosures about transactions and outstanding balances between Related Parties including but not limited to disclosure of relationships between parents and subsidiaries, ultimate controlling party.

SHIP or SHIPS:

Refers to all vessel(s) owned, chartered, operated, and/or managed by the CORPORATION and/or vessel(s) which the CORPORATION may from time to time assign to the AGENT pursuant to the terms and conditions of the Agency Agreement.

TERRITORY:

Means and includes areas within which the AGENT shall carry out the scope of work as laid down in this Agreement.

Words importing the plural shall include the singular and vice-versa.

ABBREVIATIONS

B/L: Bill of Lading

BG: Bank Guarantee

CFS: Container Freight Station

CMF: Container Monitoring Fees

CONMOVE: Container Movement

CTD: Combined Transport Document

FDA: Final Disbursement Account

GCMS: Global Cash Management System

GPDA: General Proforma Disbursement Account

GFDA: General Final Disbursement Account

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ICD: Inland Container Depot

LCL: Less – than – Container – Load

MRG: Minimum Rate Guidelines

MTD: Multimodal Transport Documents

NOT: Notice of Termination

PDA: Proforma Disbursement Account (for Pre-funding)

SCMA: Singapore Chamber of Maritime Arbitration

SOP: Standard Operating Procedure

Names of the parties to the Agreement

**THE SHIPPING CORPORATION OF INDIA LTD.
(CORPORATION)**

AND

M/s. _____

(AGENT)

Period of the Agreement:

The duration of this Agreement will be for a period of 10 (TEN) Years (inclusive of probation period) unless terminated in accordance with Article 27 herein.

From: _____ To: _____

Area of Jurisdiction:

All sea ports and inland locations like Inland Container Depot (ICD)/Container Freight Station (CFS)/or referred to by any other name situated in the territory of _____ ("Territory")

For and on behalf of:

For and on behalf of:

**THE SHIPPING CORPORATION
OF INDIA LTD.**

AGENT

**(Signature & Date:
With Official seal)**

**(Signature & Date:
With Official seal)**

Name: _____

Name: _____

Designation: _____

Designation: _____

Place: _____

Place: _____

WITNESS:

WITNESS:

**Signature & Date:
With Official seal)**

**(Signature & Date:
With Official seal)**

Name: _____

Name : _____

Designation: _____

Designation: _____

Place: _____

Place: _____

(Corporate Seal)

This AGREEMENT is made on this ___ day of _____ between **THE SHIPPING CORPORATION OF INDIA LTD.**, (hereinafter referred to as CORPORATION), a company incorporated under the Indian Law and having its Registered Office at **Shipping House, 245 Madame Cama Road, Nariman Point, Mumbai 400 021, INDIA** of the one part and M/s. _____, (hereinafter referred to as AGENT), formed and incorporated under the Laws of _____ and having its Registered Office at _____ of the other part.

The CORPORATION hereby appoints the AGENT as its non-exclusive AGENT, at all sea ports and inland locations like Inland Container Depot (ICD)/Container Freight Station (CFS)/ or referred to by any other name situated in the Territory and the AGENT agrees to such appointment on the terms and conditions hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

I COMMENCEMENT OF AGREEMENT

Article-1 This Agency Agreement shall be deemed to have come into force with effect from _____.

II DURATION OF THE AGREEMENT

Article-2 The duration of this agreement shall be for a period of 10 (Ten) years from the date of commencement of this Agreement (inclusive of probation period), unless terminated. CORPORATION reserves the right to terminate the agreement, without assigning any reason by giving Thirty (30) days notice to the Agent stating the intention to terminate the Agreement, and up on expiration of such Notice, this Agreement shall stand canceled and revoked, provided nothing contained in this clause shall prejudice the rights of the Corporation to terminate this Agreement on the happening of the event mentioned in Article 27 of the Agreement.

III DUTIES AND RESPONSIBILITIES OF AGENT/ SCOPE OF AGENCY SERVICES

Article-3 The AGENT shall represent the CORPORATION in the Territory, using his best endeavours at all times to comply with any instructions which the CORPORATION may give, including the use of the CORPORATION'S documentation, terms and conditions, and IT systems.

The AGENT shall exercise due care and diligence in performing the Agency Services in accordance with the terms and conditions of this Agreement.

The AGENT shall act solely for the benefit of the CORPORATION and not in its own interest or in the interest of any third party.

The AGENT expressly acknowledges that it is a fiduciary of the CORPORATION and therefore owes the CORPORATION a duty of trust and confidence.

The AGENT shall not use the CORPORATION'S property or Confidential Information to earn and/or make any secret profits or commissions.

The AGENT shall strictly observe the shipping laws and regulations of the country in which Agency Services are being performed and the regulation of any Shipping Association which the CORPORATION is currently, or may in future, become a member of, and will indemnify the CORPORATION for fines, penalties, expenses or restrictions that may arise due to the failure of the AGENT to comply herewith.

The Agency Services to be provided under this Agency Agreement include:-

(a) SHIP'S BUSINESS:

- (i) To attend to Custom House, Port Health, Immigration Consular and other customary formalities with a view to ensuring prompt entry for incoming ships and clearance of outgoing ships.
- (ii) To liaise with the Port State Control and other local authorities for prompt dispatch of the ships and extend all authorized assistance to the ships, Master & it's Crew.
- (iii) To arrange for services such as towage, stevedoring, feedering, transporting, terminal arrangements, container depot arrangements, lighterage, tallying, security, clearance of spares and putting them on Board, etc. or any other such services as required by the CORPORATION and requested for by the CORPORATION in writing.
- (iv) To pass on without delay, communications and instructions given by the CORPORATION to the Master of the ships. Likewise the AGENT shall pass on to Ship & User Divisions of the Corporation, all local information relevant to the ship's call, immediately on receipt of nomination of Ship at the port and ensure that the same is kept updated on a periodic basis. The AGENT shall also keep in contact with the ship/ previous port for updated information and shall also ensure that information concerning the vessel's working is conveyed to the vessel's next port of call well in time if applicable. Further, information about the Ship's arrival / berthing / daily working / departure is to be communicated to the controlling Service and Operating Departments as expedient on a prompt basis.
- (v) To attend to ships' husbanding/servicing while in port as instructed by the CORPORATION and/or the Masters including supply of provisions, bunkers, water, stores, receipt and transmission of spare parts, repairs to ships' equipment, cash advance to the Masters, delivery and dispatch of crew mail, notarial and other legal assistance to Masters, medical attendance and hospitalization of ships' crew and other personnel, rendering assistance in signing-on and signing-off of crew and other personnel, arranging for their hotel accommodation, repatriation etc. or any other service as required by the CORPORATION within the provisions of this agreement.
- (vi) To arrange and co-ordinate all activities of terminal operators, stevedores, tallymen and all other contractors, in the interest of obtaining the best possible operation and dispatch of the CORPORATION'S interest.
- (vii) To Endeavour by all means and take all necessary steps to ensure prompt turnaround of ships.

(b) SALES:

- (i) To provide sales activities in the Territory in accordance with general guidelines laid down by the CORPORATION, to canvass and book cargo, to publicize the services and to maintain contact with Shippers, Consignees, Forwarding Agents, Port and other Authorities and Trade Organizations, to improve /enhance business share of the CORPORATION.

- (ii) To provide statistics and information and report on cargo bookings and use of space allotments to CORPORATION.
- (iii) To represent the CORPORATION at the local meetings of Trade Bodies, Consortium local meetings, etc., of which the CORPORATION is a member and handle such matters as may be instructed by the CORPORATION and keep the CORPORATION informed of all deliberations and actions taken on proposals made by the CORPORATION. The AGENT shall also keep the CORPORATION advised of trade opportunities arising in the TERRITORY on quarterly basis.
- (iv) To arrange as per the instructions from the CORPORATION from time to time, general advertising, press releases or schedules, promotional gifts etc.

(c) CARGO BUSINESS:

- (i) To solicit, book/receive cargoes i.e. Containerized, bulk and/or break-bulk for carriage by the ship of the CORPORATION including ships operated by the Partners under the Joint Service Agreements, space chartered vessels, feeder vessels in accordance with the CORPORATION'S tariffs and instructions/guidelines on rates from time to time, subject to Bill of Lading clauses and exceptions adopted by the CORPORATION from time to time.
- (ii) To notify shippers and/or consignees about arrival of ships, readiness to load/discharge cargoes and to co-ordinate with Stevedores, Terminal Operators, Customs, Transporters, CFS Operators, Depot Operators & also to attend to all documentation etc. for the prompt and proper handling of the ships / cargo of the CORPORATION.
- (iii) To exercise adequate supervision over the performance of stevedoring contractors in the matter of safe and careful loading/discharging, storage ashore and stowage of cargoes on board in consultation with the Master.
- (iv) To attend to and deliver inward cargoes as well as attend to transhipment cargoes.
- (v) 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, etc. in conformity with the rules and regulations prevailing in the TERRITORY as well as those prescribed by the CORPORATION from time to time.
- (vi) To deal with matters relating to cargo claims from Shippers/Consignees/Local P&I Club Correspondents in respect of shortage, damage etc. and arrange settlement thereof. To coordinate with local P&I Club Correspondents as per advice from the CORPORATION/Master, in accordance with the procedures laid down by the CORPORATION in this regard.
- (vii) To prepare inward discharge and outward booking lists for stevedores/ICDs and CFS Operators.

- (viii) To check container load plans (packing lists) against manifests and copy of bill of lading.
- (ix) To prepare special manifests and lists for quarantine department, as required.
- (x) To prepare all export documentation for forwarding to various discharge ports forthwith.
- (xi) To arrange haulage and stuffing/stripping of containers.
- (xii) To collect and remit the terminal handling charges, haulage charges, Less-than-Container-Load (LCL) charges, if applicable, demurrage, detention and storage charges as per guidelines from the CORPORATION from time to time, immediately or within the stated time frame. (Refer **Article–5** and **Article–10** for Payment)
- (xiii) To prepare container or barge transit documentation or inland transit of the containers.
- (xiv) To ensure all laden containers are locked, sealed and labelled.
- (xv) To make available empty container to Cargo interest as required.
- (xvi) To co-ordinate receipt of cargoes for containerisation for onward shipments.
- (xvii) To co-ordinate receipt/delivery of empty/loaded containers from shippers/consignees at the ICDs and CFSs.
- (xviii) To issue Combined Transport Document (CTD)/ Multimodal Transport Documents (MTD) to shippers and maintain related documentation as per instructions of the CORPORATION.
- (xix) To the extent possible supervise ICD/CFS operations with respect to safe and careful handling of cargoes/containers including stowage of cargoes in containers including lashing and securing of cargoes in containers.
- (xx) AGENT shall exercise absolute and proper co-ordination with inland locations in his territory to ensure proper stuffing of cargoes. If any damage occurs to cargo/container, AGENT should hold the concerned Party responsible for claims, damages etc. and take necessary action and inform the CORPORATION of same.
- (xxi) The AGENT issuing B/L shall be responsible for collection of freight/realisation of funds under subject B/L.

(d) CONTAINER CONTROL/MONITORING:

***NOTE: For any Container/Equipment related work/operations, AGENT shall be guided by the CORPORATION’S Container Manual which is updated from time to time. In the event of any dispute, provisions of Container Manual shall prevail. SCI updated Container Manual is available in the SCI link: <ftp://ftp1.sci.co.in/ContainerManual/>**

- (i) To perform all container/ equipment related work/ operations in accordance with the CORPORATION'S Container Manual.
- (ii) To track and monitor movement of containers on SCI inventory throughout the TERRITORY allotted to the AGENT and liaise with Terminal Operators and Transporters, Depot Operators and CFS Operators as required and to arrange customs and equipment interchange documents in the TERRITORY allotted to AGENT. Any extra costs resultant of wrong routing of containers shall be recovered from the AGENT.
- (iii) To report on the condition of containers and equipments, container movement activities, by timely updating CONMOVES in the prescribed IT SYSTEM of the CORPORATION, as per the detailed instructions mentioned in the CORPORATION'S Container Manual, which is updated from time to time.
- (iv) To keep optimum stock of containers and equipments commensurate with the trade requirements from time to time in consultation with CORPORATION's HO.
- (v) The AGENT shall furnish to the CORPORATION various inventory reports and their requirements of empty containers/equipments periodically as stipulated in the Container Manual, in CORPORATION'S IT system.
- (vi) To operate container and equipment damage control systems as per the CORPORATION'S prevailing IT System or as required by the concerned Operating Division of the CORPORATION.
- (vii) The AGENT is not authorized to raise any Container Monitoring Fees (CMF) invoices unless each such expense is approved and authorised by the concerned Operating Department and prior approval in writing is obtained from CORPORATION.

(e) **GENERAL:**

- (i) To obtain all permits, licences and other necessary authorizations for the purpose of the functions undertaken by AGENT pursuant to this Agency Agreement within the TERRITORY.
- (ii) To assist the CORPORATION'S representatives and employees and members of their families and all others having business with the CORPORATION in obtaining the necessary entry visas, the resident permits and all other permits and authorizations which may be authorised by CORPORATION/Master to enable such persons to enter into and depart from and/or reside in and/or work for the CORPORATION within the TERRITORY.
- (iii) To liaise between the CORPORATION and respective statutory body of the TERRITORY, as and when required.
- (iv) To obtain permits, licences and other authorizations for the importation into, use in and export from the TERRITORY of all goods, materials, machinery and equipment utilized by the CORPORATION on the vessel or otherwise in connection with its transportation service within the TERRITORY.

- (v) In consultation with the Corporation, to recommend and/or appoint Service Providers and/or sub-agents, as per CORPORATION'S instructions/guidelines, if and as and when required. (E.g. legal advisor, Lawyer, general service provider, etc.)
- (vi) To supervise and co-ordinate all activities of the Service Providers and/or sub-agents as set forth in this Agency Agreement, in order to ensure the proper performance of all customary requirements for the best possible operation of the CORPORATION'S Ship(s) in the Territory.
- (vii) To instruct and supervise the Service Providers and/or sub-agents regarding the CORPORATION'S requirements concerning claims handling, P&I matters and/or insurance, and the appointment of surveyors.
- (viii) The AGENT or their employees should not pose or represent themselves as employees of the CORPORATION. Visiting cards, official stationery etc. should not contain any misleading information in this regard.
- (ix) To perform any other services as the CORPORATION may order from time to time.
- (x) To provide all services that a port AGENT would ordinarily provide.

Article-4 The AGENT shall:

- (i) Use the CORPORATION'S IT system for carrying out business of the CORPORATION. The use of the IT system shall always be in accordance with the CORPORATION'S instructions. The AGENT agrees that information (including but not limited to usernames and passwords) will only be used for the purposes of the Agency Services and shall not be further processed or disclosed without the consent of the CORPORATION. In using the IT system, the AGENT shall be responsible for the accuracy and completeness of all information provided to the CORPORATION. The CORPORATION shall not be liable for any additional expenses, costs and/or losses as a result of inaccuracy or incomplete information provided by the AGENT.
- (ii) Endeavour to maximise the revenue for the CORPORATION by booking high value and high freighted cargo.
- (iii) Ensure faster turnaround of containers, so that minimum expenses are incurred on account of port storage, depot storage, etc., as well as maximum utilization of inventory at all times at various locations.
- (iv) Book cargo strictly in accordance with the spaces allocated by the CORPORATION for owned ships as well as ships owned by consortium partners under which SCI has allotted space for the particular sailing.
- (v) Investigate and report fully on port conditions, financial, legal and/or economic conditions, prevailing in the TERRITORY, monthly or as required by the CORPORATION. Keep the CORPORATION fully informed with regard to current rates of Canal and/or Port/harbour dues/regulations/tariffs, usages and Customs in the TERRITORY concerning handling, discharging and loading of

ships and of any amendments thereof, and port/terminal rules and regulations and changes thereof, as and when, same takes place.

- (vi) Report Market Intelligence regularly including but not limited to cargo volume/cargo values/Freight rates/Charter rates of ships from the TERRITORY, keeping in mind prevailing Competition Act.

Article-5 The AGENT shall in consultation with the CORPORATION recommend and/or appoint on the CORPORATION's behalf and account, stevedores, watchmen, tallymen, terminal operators, hauliers and all kinds of suppliers ("SERVICE PROVIDERS"). The AGENT shall obtain the prior written consent of the CORPORATION before entering into any agreement, whether written or verbal, with a Service Provider. Contracts made by AGENT shall not represent that same is made on behalf of CORPORATION unless there is prior written consent of CORPORATION.

The cost of the aforementioned services and all other expenses actually incurred in connection with work on board the ships as well as port charges, dues, pilotage and the like, shall be borne by the CORPORATION.

All arrangements for which a formal contract may not be in place, if required to be concluded on an 'ad-hoc' basis, shall be finalized at the most competitive rates and in consultation with the CORPORATION. The AGENT shall keep the CORPORATION advised about any changes/developments pertaining to the performance of the contracts that may require the attention of the CORPORATION. The AGENT's advice and recommendation in respect of such activities shall be such so as to keep the CORPORATION correctly and fully informed in advance as to the situation prevailing at the port covered by the agreement. At all times, the AGENT is required to use its best endeavours to act in the best interests of the CORPORATION.

All rebates/discounts/concessions receivable from, as well as credit facilities provided by, vendors, service providers such as terminal operators, transporters, stevedores, tug and lighterage companies etc. for CORPORATION'S business, will be intimated to the CORPORATION and credited/extended promptly to the CORPORATION'S account referred to in **Article 10(c)** hereof without fail. Any such rebates/discounts/concessions receivable by CORPORATION but have not been passed on to the CORPORATION may lead to the termination of the Agency as per **Article-27**.

Article-6 The AGENT shall, at the request of the CORPORATION, investigate all damages to any ship, cargo, container and personnel as may be required by the CORPORATION and report thereon in writing to the CORPORATION together with all supporting documents and information. The AGENT shall strictly in accordance with the written instructions of the CORPORATION and with due authority from the CORPORATION make, adjust, apportion, settle and deal with any claims on behalf of or against the CORPORATION or its ships. While carrying out such investigation the AGENT shall exercise utmost care to analyze all relevant facts and circumstances.

If it appears inevitable that the AGENT will be, or has already been brought into court or in connection with arbitration or any other similar proceedings

instituted on behalf of or against the CORPORATION, the AGENT shall consult with or appoint reliable attorneys as the case may be, with written approval of the CORPORATION and shall report the status thereon in full details in a timely manner to the CORPORATION. If AGENT is brought to Court or Arbitration by the local authority, in a case where charges of fraud, financial embezzlement, misappropriation, moral turpitude, blacklisting or any such cause are laid against the AGENT, then CORPORATION reserves the right to terminate Agency Agreement as per **Article–27**.

Article–7 The AGENT shall use the services of the contractors appointed by the CORPORATION for the various services required to be rendered like stevedoring, transportation of containers, supply of lashing materials, provisions, dunnage, stores etc. wherever such contracts are entered into directly by the CORPORATION. In respect of all such services, the bills will be received with all supporting documents by the CORPORATION and paid for directly by it. The AGENT shall keep the CORPORATION advised about the performance of such contractors periodically.

IV FINANCIAL, ACCOUNTING & PAYMENT REQUIREMENT

Article–8 **The CORPORATION shall bear the cost of:**

- (a) Printing of bills of lading.
- (b) Any expenses other than the normal agency functions as detailed in this Agreement and the accompanying Schedule of rates incurred by direct authorization of the CORPORATION duly supported by bills/invoices/cash memos of the service providers. However, the cost of items of office stationery required by the AGENT for running its own office is not reimbursable by the CORPORATION.

The AGENT shall provide the supporting bills/invoices/cash memos from "third parties". Supporting bills/invoices from AGENT/the parties related to AGENT/sister concerns/companies under same management will not be accepted without prior written approval of SCI.

The AGENT shall bear the cost of all expenses relating to AGENT's establishment in servicing the CORPORATION such as rent, staff salary, electricity, communication, IT System, Training cost, Translation Charges (as per **Article–24**), shipping permits, printing of manifests, delivery orders, and/or any other forms, etc. but not limited to the same.

Article–9 The AGENT shall not make any payment to third parties on behalf of the CORPORATION without obtaining the prior written approval of the CORPORATION by fax and/or email.

Article–10
(a) The AGENT shall maintain a separate Disbursement Bank Account styled as **M/s. _____ - as SCI's AGENT {AGENT to fill in details} (hereinafter referred to as the "AGENT's Disbursement Bank Account")**. The CORPORATION will provide funds to the AGENT by remittance into this Bank Account to meet the continuing obligations of the

CORPORATION. AGENT shall not withdraw funds/transfer from this Bank account to any of their Bank accounts except for expenses with specific authorisation by Corporation. Further all SCI direct vendor payments will not be routed through this account. The funds for attending to the CORPORATION's nominated vessels will be requested for, by AGENT, as per CORPORATION's guidelines, through the CORPORATIONS's IT System only.

A complete procedure to be followed by AGENT for working in CORPORATION's IT Systems for carrying out day to day operations of the CORPORATION's nominated vessels, for request of prefunding (PDA/GPDA) by AGENT for attending to these vessels as well as closure of Accounts/Final Disbursement of Accounts in the System (FDA/GFDA) will be enumerated in SOP (Standard Operating Procedure). AGENT shall be guided by accordingly. This SOP will be updated/revised from time to time as per requirement of CORPORATION and AGENT shall be updated on same.

- (b) The AGENT agrees that all amounts remitted by the CORPORATION into the AGENT's Disbursement Account shall be utilized by the AGENT exclusively for the purpose as specified by the CORPORATION for making disbursements on behalf of the CORPORATION and for no other purpose whatsoever. The AGENT shall furnish to the CORPORATION a copy of the bank's statement of the AGENT's Disbursement Account for the immediate previous month by the fifth (5th) of the next month.

It shall be the bounden responsibility of the AGENT to reconcile the Port/Vendor Deposit accounts wherever applicable with the funds remitted by CORPORATION towards payment of port dues and other statutory payments like custom dues, Government levies, stevedoring expenses, terminal handling bills and other ship related expenses. All original invoices and receipts for all expenses paid out of AGENT Disbursement Account/Port/Vendor Deposit account to the relevant port/government bodies and vendors to be submitted.

- (c) The AGENT shall open a separate account for crediting the freight and all other money due and payable to the CORPORATION styled as **"The Shipping Corporation of India Ltd. – Freight A/c."**

If no separate Bank Account can be opened in CORPORATION'S name due to local laws etc., the account should be opened in the name of the AGENT styled as **M/s. _____ - Freight A/c** – as **AGENT of SCI, {AGENT to fill in details}** to be used exclusively for CORPORATION'S receivables on behalf of CORPORATION and all such collections shall have to be deposited in such account. The AGENT shall not withdraw from this account. The AGENT shall provide the CORPORATION online view access to this account.

The AGENT shall credit the freight and all other money due and payable to the CORPORATION, arising out of the business of the management and operations of the ships in the TERRITORY in the said Bank Account. All the collections from the end Customers should be directly deposited in the dedicated freight account opened in the name of CORPORATION, as defined above. The AGENT must submit a copy of statement of such Bank Account

latest by Fifth (5th) of subsequent month, where freight is collected from the end customers for the immediate previous month.

- (d) The AGENT shall faithfully deposit into the CORPORATION's Freight Account as specified in **Article 10(c)** in full, all amounts received by the AGENT on account of freights and all other money due to the CORPORATION as specified in **Article 3(c)(xii)**. Freight and other monies collected or received on any day shall be deposited in full in the bank account on the same day if the bank is open or latest by the opening of next following working day of the bank. The Agent should endeavour to collect the freight via online transfer from Customer.

In relation to export cargoes carried on a freight prepaid basis, unless otherwise expressly agreed by the CORPORATION in writing, it shall be the responsibility of the AGENT to ensure that all money and other receivables are deposited on behalf of the CORPORATION not later than thirty (30) days from the date of sailing of the ship/issue of Bill of Lading, whichever is earlier. Agent shall not extend credit facility to any clients/customers. However, in case of any Credit facility to be extended to any client/customer, prior written concurrence of the Corporation shall be obtained by the Agent for the same. The AGENT shall promptly produce proof of such deposits whenever called upon by the CORPORATION to do so. The CORPORATION reserves the right in the event of failure on the part of the AGENT to comply with the above stipulations to adjust or recover all such unremitted monies against any amount due to the AGENT.

The AGENT shall not under any circumstances withhold or use for any other purpose any freight or other monies due to the CORPORATION and received or collected by the AGENT as aforesaid.

All invoices to the end-customer shall be raised by the AGENT directly from CORPORATION'S IT system. Deviation from standard invoicing policy must require prior written approval from competent authorities from the CORPORATION. Invoicing should be done in the currency in which collections will be made from the customers and deposited in the same currency bank account. If the freight or any other money payable to CORPORATION is in a currency other than AGENT's designated currency and it is either in EURO, USD or USD, then the AGENT should remit the collections in CORPORATION's EURO, USD or USD Bank accounts. In case of cross-currency invoicing, the exchange rate applied should be basis the previous day average rate, which is internationally accepted. Also the expenses shall be booked on the same basis.

In any case no "Netting of Freight" will be allowed and the Freight and Disbursement Account have to be maintained separately.

In case of undue delay in remittance of freight in CORPORATION's bank account, the AGENT will be liable to be charged interest @1% over prevailing rate of Federal Bank of respective Territory.

- (e) The AGENT shall forward FDA (Voyage/General), as per Guidelines/Instructions of the CORPORATION from time to time.

CORPORATION reserves the right to levy a penalty not exceeding U.S. \$10 per day for each day of delay in submission of the accounts beyond the dates / period as stipulated.

- (f) The AGENT shall maintain complete, accurate and distinct accounts without intermingling with other accounts of AGENT to enable verification of originating source transactions for all revenue and expenditure of the CORPORATION at all times and such financial records are to be made available for audit by the CORPORATION in the form as required by the CORPORATION, at any point of time. For vessel related expenses, the accounts shall be maintained on a voyage basis, while for other expenses the accounts shall be maintained month wise. In case of the Freight, accounts should be maintained BL-wise/basis Manifest.
- (g) The CORPORATION reserves the right to call upon the AGENT to furnish copies of the documents and / or any other required details / information in support of the correctness and authenticity of the accounts submitted to CORPORATION during the preceding Eight (8) years, in case required in course of or as a result of any audit, external or internal, of CORPORATION's accounts.
- (h) The CORPORATION reserves the right to scrutinize/inspect and further audit the books of accounts/documents relating to original source transactions and all records at the AGENT's premises to ensure timely and appropriate booking. The CORPORATION further reserves the right to deploy designated auditors to carry out Special Audit at its sole discretion, (either internal or external auditors) for which the AGENT will fully co-operate.

It is expressly agreed that in case during the course of checking/audit, either internal or external, it is found that there is wrong claim or gross error/over billing etc., then the mere fact that no objection has been raised does not amount to acceptance of such debits as correct and genuine by the CORPORATION. The CORPORATION will be entitled to make appropriate recoveries.

- (i) All revenue and/or other collections and other transactions for account of the CORPORATION will be dealt with by the AGENT promptly and handled in accordance with such instructions as may be given by the CORPORATION from time to time.
- (j) Accounts statements shall be made out in the appropriate form/s as per instructions communicated separately by the CORPORATION and forwarded by the AGENT to the CORPORATION in accordance with the CORPORATION'S instructions from time to time.
- (k) In case of freight and / or other monies (with regard to import / export cargo) due to CORPORATION, received by the AGENT by way of cheques or EFT, the AGENT shall be primarily responsible for ensuring that such amounts are collected and credited to CORPORATION'S dedicated Freight account against the money received. In the event of any such cheques accepted by the AGENT being dishonoured when presented to the bank for collection, it will be the sole responsibility of the AGENT for realizing the monies due to the

CORPORATION. The AGENT shall also fully co-operate and assist CORPORATION in all respects in taking suitable remedial action as deemed fit by CORPORATION from time to time for recovering such monies and the AGENT shall continue to remain responsible till such time the money is recovered. The legal expenses incurred on recovering such monies shall be on the AGENT's account.

"Cheque Bounce Charges" if any charged by the Bank, shall be recovered by the AGENT from the customer and remitted to SCI.

- (l) Where AGENT collects various amounts from customers by way of B/L fees, documentation fees etc. for services rendered by the AGENT to the customers, the AGENT has to obtain prior permission/authorization of the CORPORATION's Commercial department for collecting such charges/fees and also provide justification for the same. Such charges should be reasonable and as per the local trade practice and should not be detrimental to the business of the CORPORATION.

Non-cooperation or non-compliance of any of the provisions under Article 10 will be viewed seriously by the CORPORATION and may result into termination of Agency Agreement as per **Article-27**.

V OTHER OBLIGATIONS / REQUIREMENTS

Article-11 In the event of failure of any shippers or consignees or other debtors of the CORPORATION to promptly pay dues to the CORPORATION, the AGENT agrees to take such steps as may be proper to protect the CORPORATION'S interest. The AGENT shall not without the express prior written authority of the CORPORATION take legal proceedings in the name of the CORPORATION to enforce payment of such money.

Subject to the provisions of **Article-8(c) & Article – 26** herein above, the cost of such legal proceedings which are expressly authorized by the CORPORATION, except where the AGENT are solely responsible for recovery, shall be borne by the CORPORATION. Provided that without prejudice to all the AGENT's obligations hereunder, nothing herein contained shall be deemed to preclude the CORPORATION from itself suing for or otherwise collecting any freight and other money due and payable to the CORPORATION in the TERRITORY if the CORPORATION shall think fit to do so.

Article-12 The AGENT shall at all times use its best endeavours to perform and discharge the functions entrusted to it in the best interest of the CORPORATION and shall observe and comply with the various laws, orders, rules, regulations and other requirements and modifications thereto promulgated or brought into force by any government or local authority in the TERRITORY from time to time which directly or indirectly affects or concerns the CORPORATION in the above connection and/or are required to be observed in connection with the performance and discharge of the AGENT's functions and duties. The AGENT shall at all times act with utmost integrity and comply with national and international laws and shall indemnify the CORPORATION for any liability with reference to AGENT's services under this agreement.

Article – 13 In order that the AGENT is in a position to perform and discharge its functions ably and efficiently, it shall maintain at its own cost and expense, adequate staffing levels, including qualified supervisory personnel to ensure prompt turnaround of ships, efficient working of the ships while in port, proper dealing with ship's documents, claims, accounts and all other matters necessary in respect of ship's business. The services of the AGENT shall also include the provision of adequate personnel for solicitation and development of all business that the CORPORATION may engage itself in.

VI CONFLICT OF INTEREST

Article-14 The AGENT shall act as non-exclusive AGENT. The CORPORATION will have the right to appoint additional AGENT(s) in the territory of the AGENT, if it feels appropriate.

The AGENT undertakes not to accept the representation of other shipping companies or to engage in NVOCC or such freight forwarding activities in the Territory, which are in direct competition to any of the CORPORATION'S activities, without prior written consent of CORPORATION. The AGENT shall conduct its affairs so as to avoid conflict of interest between the interests of the CORPORATION and the AGENT's other business interests. If the AGENT becomes involved in any manner in the provision of goods and services to the CORPORATION, such as but not limited to, port operations, stevedoring etc. in respect of vessels owned or operated by the CORPORATION or cargo carried by such vessels, they should immediately inform the CORPORATION of all such developments. This will apply to all business entities (whether they are Sole Proprietorship, Partnership Firms or Limited Companies) under the same control, Management and Ownership as the AGENT.

To perform any Liner marketing activity on behalf of the CORPORATION, the AGENT will have to designate a team exclusively for CORPORATION'S operations and such designated team shall not undertake similar activities on behalf of any other Principal. The AGENT has to obtain prior written consent from the CORPORATION before accepting the agency of any competitor, directly or indirectly which consent the CORPORATION may withhold in its absolute discretion.

If the AGENT takes the Liner agency of any other Principal(s) and floats a separate entity for the same but under the same Management and/or Ownership, then the AGENT is obliged to keep the CORPORATION informed about the same immediately after occurrence of such an event.

The AGENT shall ensure that there will be no loss of business to the CORPORATION due to AGENT's obligations with their other Principal(s).

VII INDEMNITY

Article – 15 The AGENT shall indemnify and hold the CORPORATION harmless from all claims, penalties, suits or actions and from any and all losses, cost and expenses in connection therewith for:

- (i) damage to persons and/or property
- (ii) for personal injury, property damage and/or death suffered by any third party and
- (iii) any claim against or loss or liability of the CORPORATION for any cause arising out of, or resulting from, in whole or in part, a default or the negligent performance by the AGENT, its employees, sub-AGENT or other person acting on behalf of the AGENT, of any part of this agreement.

The employees of the AGENT so employed shall be the employees of the AGENT alone and the AGENT alone shall be liable to pay the wages / salaries and all other payments as may be due to the employees of the AGENT and the CORPORATION shall in no way be liable for the same. This article and its provisions shall remain in full force and effect notwithstanding any termination of this agreement.

VIII ROLE OF THE CORPORATION

Article – 16 The AGENT shall be subject to supervision of the CORPORATION'S representative or any officer of the CORPORATION if such a representative/officer is posted/ deputed in the TERRITORY and shall carry out all instructions issued by them and/or by the headquarters of the CORPORATION at Mumbai.

Article-17 Bank Guarantee:

The CORPORATION reserves the right to obtain from the AGENT Bank Guarantee in the format prescribed by the CORPORATION. In the event the CORPORATION requires to obtain Bank Guarantee from the AGENT, the AGENT shall submit the Bank Guarantee from a commercial bank acceptable to the Corporation. The (premium/commission) cost of the Bank Guarantee so furnished by the AGENT shall be borne by the AGENT only.

The quantum of the bank guarantee shall be reviewed at least once a year by the CORPORATION and revised, if required, in the light of the immediate past and anticipated future volume of trade, which shall be at the absolute discretion of the CORPORATION.

The AGENT shall, at least one month prior to the expiry of the Bank Guarantee, renew the Bank Guarantee to be effective from the expiry date of the current Bank Guarantee. In case the Bank Guarantee is not renewed one month prior to the expiry, the CORPORATION reserves the right to encash the existing Bank Guarantee. In case the Bank Guarantee is submitted at a later date, after the encashment, the CORPORATION will refund the encashed amounts. The CORPORATION is not required to refund encashed amount to the AGENT where the encashment is done due to the AGENT not remitting freights due to CORPORATION in a timely manner.

In case of any invocation of the Bank Guarantee, the AGENT shall forthwith furnish another Bank Guarantee to ensure that the CORPORATION is assured

of the quantum as may be required to cover freight collections by the AGENT from time to time on behalf of the CORPORATION.

In the event of termination of Agency, the Agent shall ensure that the Bank Guarantee continues to be valid for three months from the date of termination of Agency.

Article-18 REMUNERATION:

- (i) The CORPORATION shall pay to the AGENT the fees and/or commission as set forth in Schedule of rates which is annexed to and forms an integral part of this agreement in full compensation for all services of every nature and kind, rendered by the AGENT under this agreement and in full reimbursement of agency expenses, as specified in the Schedule of rates.
- (ii) No commission of whatsoever nature will be paid to the AGENT for unreceived freight collectible by the AGENT. If commission has already been claimed by the AGENT and paid by the CORPORATION for such cargo, same shall be reimbursed to CORPORATION by the AGENT.
- (iii) In the event of any cargo on which booking commission has also been claimed from CORPORATION by an Inland Marketing AGENT at the point of origin of such cargo, it shall be clearly understood that the CORPORATION shall pay the booking commission as per the stipulated rate in the rate schedule attached hereto to only one AGENT who actually books the cargo and it shall be upto the concerned AGENT/s to share the commission in any proportion as may be agreed strictly between themselves mutually.

Article-19 The CORPORATION will carry out the performance evaluation of the AGENTs bi-annually, as per its' laid down process. The results of such performance rating will have a bearing on continuation or otherwise of the agency and in this case the decision of the CORPORATION will be final.

IX MISCELLANEOUS PROVISIONS

Article-20 All matters of policy shall be referred by the AGENT to the headquarters of the CORPORATION at Mumbai for decision. These include inter-alia, quotation of freight on direct or transshipment basis, approval for free days, waiver of detention/demurrage, fixation of passenger fares, grant of concessional freight, conclusion of contracts of affreightment/fixture notes and other contractual arrangements which the AGENT shall not undertake without the prior written approval of the CORPORATION.

Article-21 Nothing in this agreement is intended or should be construed as authorizing the AGENT to instruct the Master of any ship assigned to the AGENT in any manner affecting seaworthiness of the ships, deviation or any matters which normally and customarily or which by law are within the responsibility and judgement of the Master of a ship, all such instructions being hereby specifically forbidden.

Further, nothing in this agreement is intended or should be construed as authorizing the AGENT to bind the CORPORATION with respect to any

liability of the AGENT in the absence of explicit approval of the CORPORATION.

Article-22 Disclosure Requirements:-

- i.) In the event of a Related Party transactions, the following information shall be informed to the CORPORATION as soon as the same is entered into with respect to services under this Agreement:-
 - nature of the Related Party relationship
 - Information about the transaction, including remuneration and payment terms.
 - Value of the transactions contemplated to be performed under the transaction
 - A copy of the underlying agreement, and any other document forming part of the contract.
- ii.) Copies of contracts entered into by the AGENT with the Third Parties/Vendors, for the business of CORPORATION to be submitted.
- iii.) A monthly statement showing details of rebates/discounts received by AGENT related to CORPORATION's business.
- iv.) The AGENT shall submit monthly statement of charges collected such as B/L fees, documentation fees etc., related to CORPORATION's business.

Article-23 It will be incumbent upon the AGENT to seek prior approval of the CORPORATION in case of any change in Ownership / Partnership or Constitution of the agency.

Article-24 Language of correspondences and documents:

All correspondence and documents relating to the agency agreement by the AGENT and the CORPORATION shall be written in English language. If any supporting documents/audited statements/financial documents and printed literature which is furnished by the agent is written in other than English language, in such a case the Agent is required to submit English translated documents (by certified translator) to the CORPORATION. In such cases, the translation charges, shall be borne by the AGENT itself. For the purpose of interpretation of any term in these documents, the English translation shall govern.

X ASSIGNMENT & SUB AGENCY

Article-25 The AGENT shall not assign to any third party its interest and rights or obligations under the agreement.

The AGENT may appoint Sub-Agents, including Inland Marketing Agents, in consultation with, and with the prior written consent of the CORPORATION.

The names of such Sub-Agents, together with their contact details and physical address, should be informed by the AGENT to the CORPORATION in a timely manner for the CORPORATION's consideration. However, the AGENT shall continue to be responsible to discharge all responsibilities and obligations as stipulated in this Agreement. Any Sub-Agent so appointed should undertake all assigned tasks that the AGENT is required to undertake. No liability on account of this Sub-agency shall be borne by the CORPORATION.

All Sub-Agency Agreements shall be at "arm's length", for which the costs are competitive and the terms are reasonable.

XI PENALTY

Article-26 In acting hereunder and performing the services herein specified, the AGENT shall at all times use its best endeavours to protect the interests of the CORPORATION and avoid loss or unnecessary/avoidable expense to the CORPORATION. The AGENT shall be fully responsible for and liable to make good to the CORPORATION any loss or damage incurred/suffered by the CORPORATION for any act, default, mistake, error and/or negligence due to lack of prudence committed by the AGENT or its employees or sub-AGENT.

The CORPORATION reserves the right to impose an appropriate penalty entirely at its discretion depending on the seriousness of the lapse for proven cases of non-performance and/or contravention to any of the provisions of the Agency Agreement including but not limited to manipulation of computerised data, excess billing/double invoicing/erroneous debiting of accounts. The CORPORATION views such cases very seriously and in case of continued repetitions, the CORPORATION may also be constrained to take action in accordance with **Article 27 (a), (b), (c), (d), (e) and (f)** of this agreement.

The penalty shall commensurate with the loss of income/revenue, suffered by the Corporation.

Any deviation/aberration from adherence of the contractual clauses will be viewed seriously by the CORPORATION and would also have negative impact on the Performance Evaluation of the AGENT.

XII TERMINATION OF AGREEMENT

Article-27 Without prejudice to any remedy which the CORPORATION may have against the AGENT for breach of Trust/confidence and/or non-performance of this agreement, or any terms thereof, the CORPORATION may by written 180 days' notice ("Period of Termination") forthwith terminate this agreement, on any of the following grounds:

- (a) On the AGENT committing a breach of any of the provisions of this agreement or any act amounting to breach of trust, confidence, good faith, obligations owed to the CORPORATION, whether implied under common law or expressly required under this Agreement.
- (b) On the AGENT's involvement in "Misappropriation/ Mismanagement of funds."

- (c) On the AGENT's involvement in any fraudulent activity against the CORPORATION.
- (d) If the AGENT directly acts or deals whether as an AGENT or otherwise for and on behalf of any direct competitor of the CORPORATION without taking prior written consent of the CORPORATION there for, as provided in **Article 14** hereof.
- (e) If any change in the constitution and/or ownership of the agency organization as proposed by the AGENT is not found acceptable by the CORPORATION for any reason whatsoever.
- (f) If the AGENT ceases trading or is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding up of the AGENT or the AGENT enters into liquidation procedure, whether compulsorily or voluntarily or compounds with its creditors generally or shall enter into a deed of arrangement for the benefit of its creditors or has a receiver appointed or all or any part of its assets or takes or suffers any similar action in consequence of debt or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the AGENT is incorporated, resident or carrying on business.
- (g) If the AGENT's overall performance is continuously below average for the last Three (3) consecutive half yearly AGENT's Performance Evaluation periods, the CORPORATION may, at its discretion, give the Notice of Termination/Terminate Agency agreement without any further warning.
- (h) In case the AGENT or his business associate/ partners/ holding or subsidiary company/ affiliates, who among others share common individuals on their Board of Directors are imposed with Sectoral Sanctions/ embargo by any country, the United Nations, or supranational organisation, and/or the Territory is imposed with Sanctions by any country, the United Nations, or supranational organisation, then the CORPORATION reserves its right to unilaterally terminate the contract forthwith on receiving such information and subsequently appoint new AGENT (Regular or Ad Hoc) depending on the need and urgency in that territory.

Process of Termination:

- (i) The CORPORATION may, prior to giving Notice of Termination (NOT), at its discretion, issue a Letter of Caution/Warning to the AGENT, specifying the deficiencies noticed by CORPORATION. Their performance will be monitored for the next Three (3) months. If during this period, the performance does not improve, the AGENT will be served Notice of Termination.
- (ii) The Notice of Termination (NOT) would be effective from the date on which same (NOT) is given by CORPORATION via E-mail which will further be followed by a formal letter, to the email address(es) and addresses provided for in the **Article– 32** herein.

- (iii) During the Period of Termination, the AGENT is required to maintain strict compliance of the terms and conditions of the Agency Agreement.
- (iv) Any amount remaining outstanding/payable to the CORPORATION on such termination shall be realised by invocation of the Bank Guarantee. The AGENT shall indemnify the CORPORATION for any such short fall promptly. Any delay in making good such loss beyond Thirty (30) days from the date of encashment, shall attract interest @1% per month over prevailing rate of federal bank of respective territory.
- (v) Upon such termination, the AGENT shall deliver to the CORPORATION or its authorized persons all files of outstanding claims by third parties against the CORPORATION and of all outstanding claims of the CORPORATION against third parties in respect of EXIM cargoes handled by the AGENT prior to termination of agency.
- (vi) The AGENT shall continue to use its best efforts to collect any sums owing to the CORPORATION in respect of bookings made of cargoes loaded or unloaded prior to the date of termination.
- (vii) During the 180 days' notice period, the AGENT shall render a full and detailed statement of account to the CORPORATION, accompanied by payment of any amounts due to the CORPORATION.
- (viii) The AGENT shall handover to the CORPORATION or its authorised persons all belongings such as Spares, Stores, etc. of the CORPORATION, which is/are in their custody, prior termination of the Agency. Any amount remaining outstanding/payable to the CORPORATION on this account shall be realised by invocation of the Bank Guarantee. The AGENT shall indemnify the CORPORATION for any such short fall promptly. Any delay in making good the loss beyond thirty (30) days, shall attract interest @1% over prevailing rate of federal bank of respective territory.
- (ix) If the AGENT is terminated in accordance with the relevant subclauses of **Article – 27** above, the terminated AGENT would remain banned for the specified period, from the date of termination, as per the CORPORATION'S Banning Guidelines.
- (x) CORPORATION reserves the right to instruct/advise the respective Vendors regarding cancellation/termination of any Contract/Bank Guarantee/Counter Guarantee entered into/submitted by the Terminated AGENT to the Vendors, for and on behalf of the CORPORATION. The CORPORATION will bear no liabilities towards such contracts/guarantees/counter guarantees or any other legal matter.

Article–28

- (a) Notwithstanding anything contained herein, upon the termination of the agency, the AGENT shall not be entitled to any damages, compensation or any other amount save and except only outstanding Agency remunerations, if any, subject to the recoveries to be made by CORPORATION. Without prejudice to the generality of the foregoing, the AGENT shall not be entitled to receive any

compensation for loss of goodwill, benefits obtained by the CORPORATION as a result of the AGENT's endeavours, capital expenses incurred by the AGENT, termination benefits which may be payable by the AGENT to its employees and/or third parties or consequential loss or damages regardless of form, whether direct, indirect or remote, it being the express intention of the parties that these matters have been considered in assessing the AGENT's compensation hereunder.

- (b) Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- (c) In the event of termination of agency, on account of negligence, fraud, or any other such reasons, the entities in which the AGENT's Directors, Shareholders have controlling or substantial share, such entities would also be liable to be banned from carrying business with the CORPORATION in accordance with CORPORATION'S Banning Guidelines.

Article-29 **Completion of Tenure**

This agreement shall automatically come to an end by efflux of time upon the completion/expiry of the tenure of the Agreement, unless extended in writing by the CORPORATION & accepted by the AGENT. The AGENT shall be notified about the name of new/ prospective AGENT. The procedure to be followed by the AGENT for handing over to the new/prospective AGENT appointed by SCI (if any) shall be as laid down at **Article- 27** hereinabove. The AGENT shall fully cooperate with the CORPORATION and the new/prospective AGENT and ensure prompt and smooth handing over.

XIII NON LIABILITY OF GOVERNMENT OF INDIA

Article-30 It is expressly understood and agreed by and between the AGENT and the CORPORATION that the CORPORATION is entering into this agreement solely on its own behalf and not on behalf of any other 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 the CORPORATION is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law.

The AGENT expressly agrees, acknowledges and understands that the CORPORATION 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 wrongs arising out of the contract. Accordingly, the AGENT 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 thing whatsoever arising of or under this agreement.

XIV

CONFIDENTIALITY OF THE AGREEMENT

Article-31

- (a) **"Confidential Information"** means this Agreement, its terms, all arrangements contemplated hereunder and all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by CORPORATION to the AGENT whether before or after the date of this Agreement including, but not limited to, information relating to the Agency Services, or any of the CORPORATION's other operations, processes, plans or intentions, product information, know-how, trade secrets, market opportunities and business affairs, as well as the CORPORATION's Procedures and Practices on Operational, Commercial, Financial and all such matters.
- (b) During the Term and after termination or expiry of this Agreement for any reason, the AGENT:
 - i. shall not use the Confidential Information for a purpose other than the performance of its obligations under this Agreement;
 - ii. shall not disclose Confidential Information to any person except with the prior written consent of the Corporation; and
 - iii. shall make every effort to prevent the use or disclosure of Confidential Information.
 - iv. In particular and without prejudice to the generality of the foregoing clause, the AGENT shall not pass-on to any third party any copy of CORPORATION'S Manuals which has been given to them for operational matters.
- (c) During the Term, the AGENT may disclose Confidential Information to any of its Personnel to the extent that disclosure is reasonably necessary for the purposes of this Agreement.
- (d) Before disclosure of Confidential Information to any Personnel of the AGENT, the AGENT shall ensure that such Personnel is made aware of and complies with the AGENT's obligations of confidentiality under this Agreement as if the Personnel was a party to this Agreement.

XV

NOTICES & ADDRESSES

Article-32 All notices required hereunder shall be in writing and sent by first class airmail, posted prepaid addressed to:

THE CORPORATION:

Deputy General Manager-I/C (P&S)
The Shipping Corporation of India Ltd.
"Shipping House",

245, Madame Cama Road,
Nariman Point, Mumbai 400 021.
INDIA.
Email: naveen.kumar@sci.co.in
Phone: + 91 22 2277 2375 / 22832759

THE AGENT: {The AGENT to fill in details}

M/s. _____

or to such other address as either party may specify in writing. Urgent notices shall be sent by fax, email, or courier and confirmed by mail. In case of Change of Address of the AGENT, it is incumbent upon AGENT to intimate same to the CORPORATION promptly, through a formal letter addressed to the CORPORATION along with the relevant documents duly signed and notarized.

XVI MODIFICATION/ REVIEW/ AMENDMENT OF AGREEMENT

Article-33 This agreement may be modified or amended in the future as may be mutually agreed between the parties. CORPORATION reserves the right to review the rates every Three (03) years, at the sole discretion of the CORPORATION. The modification/ amendment will only be in writing.

XVII CYBER SECURITY

Article-34 The AGENT must:

- (a) Do all things that a reasonable and prudent entity would do to ensure that all the CORPORATION'S information, data and intellectual property is protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person;
- (b) Do all things that a reasonable and prudent entity would do to ensure that the AGENT's IT servers and systems, including email servers, are protected at all times from unauthorised access, or use by a third party, or misuse, damage or destruction by any person;
- (c) Comply with all security regulations or procedures or directions as are specified in the Agency Agreement or given by the CORPORATION from time to time regarding any aspect of security of, or access to, the CORPORATION'S information, material, data and intellectual property;
- (d) Upon becoming aware of any actual or suspected Cyber Incident, or any other unauthorised access or use by a third party or misuse, damage or destruction by any person ("Other Incident"), the AGENT must:
 - (i) Notify the CORPORATION in writing immediately and in any event not later than 12 hours after becoming aware of the Cyber Incident or Other Incident; and

- (ii) Comply with any directions issued by the CORPORATION in connection with the Cyber Incident or Other Incident, including in relation to notifying the relevant regulatory authority, obtaining and preserving evidence about how, when and why the AGENT's system was compromised.
- (iii) Implement any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident.

The AGENT shall ensure that all contracts with other subcontractors and other service providers, which may allow or cause access to the CORPORATION's data, contain no provisions that are inconsistent with this Article, and further that all employees, personnel and subcontractors who have access to the CORPORATION'S data comply with this Article.

The AGENT must take out and maintain insurance to protect against the risks of a Cyber Incident, and comply with the provisions in respect of that insurance.

In the event that the CORPORATION suffers a loss of whatsoever nature as a result of any breach or omission by the AGENT of the duties and obligations placed upon it under this Article, either directly or as a result of a third party claim or regulatory sanction and/or fine and/or penalty, the AGENT will indemnify the Principal in full within Seven (07) days of receiving a written demand for payment from the CORPORATION quantifying its loss, with supporting evidence.

XVIII SANCTIONS

Article-35 The AGENT warrants that neither it, nor any of its directors, shareholders or Related Parties are sanctioned entities or persons.

The AGENT shall ensure that it will not use or allow the Ship(s) to be used in the carriage or transshipment of cargo(es) and/or book for and on behalf of entities or persons who are directly or indirectly, subject to sanctions by any country, supranational or international organization including but not limited to the United Nations, United States of America, the European Union, and India.

In the event that the CORPORATION suffers a loss of whatsoever nature as a result of any breach or omission by the AGENT of the duties and obligations placed upon it under this Article, either directly or as a result of a third party claim or regulatory sanction and/or fine and/or penalty, the AGENT will indemnify the Principal in full within Seven (7) days of receiving a written demand for payment from the CORPORATION quantifying its loss, with supporting evidence.

The AGENT shall indemnify the CORPORATION against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by the CORPORATION arising out of or in connection with the AGENT's breach or omission under this **Article- 35**.

XIX

GOVERNING LAW AND DISPUTES

Article–36 The parties agree to use reasonable endeavours to resolve all disputes amicably prior to referring any disputes to arbitration in accordance with **Article 36**.

This Agreement and all non-contractual obligations arising out of it, shall be governed and interpreted in accordance with the English Law.

- a) This Agreement shall be governed by and construed in accordance with English law.
- b) Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore. The arbitration will be resolved in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (“SCMA Rules”) for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.
- c) The reference to arbitration of disputes under this clause shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator and give notice that it has done so within fourteen (14) calendar days of that notice and stating that it will appoint its own arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. The two arbitrators appointed by the respective parties shall appoint the third arbitrator.
- d) If the other party does not give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.
- e) If the two (2) arbitrators appointed respectively by the parties fail to agree on the appointment of the third Arbitrator within fourteen (14) days of their appointment, the appointment shall be made, upon the request of a party, by the Chairman of the Singapore Chamber of Maritime Arbitration.
- f) Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of USD 150,000 (or such other sum as the parties may agree) the arbitration shall be conducted before a single arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
- g) The AGENT shall comply with the CORPORATION’S anti-corruption and anti-bribery policies [if any], as the CORPORATION may update them from time to time. For the avoidance of doubt, the AGENT shall also comply with all applicable laws, statutes, regulations and codes

relating to anti-bribery and anti-corruption including but not limited to the United States' Foreign Corrupt Practices Act.

- h) The AGENT agrees that, at all times in connection with and throughout the course of this Agreement, they will comply with and take reasonable measures to ensure that their subcontractors, sub-agents or other third parties, subject to their control or determining influence (collectively 'Third Parties'), will comply with **Sub-clause (g)** above. For the avoidance of doubt, the CORPORATION will not be liable in any way whatsoever to any party in the event that during the course of performing his/her obligations under this Agreement, the AGENT and/or Third Parties are found to have acted in any way contrary to Sub-clause (g) above. Further, if the AGENT or Third Parties are found to have acted in any way contrary to Sub-clause (g) above, the AGENT shall indemnify and hold the CORPORATION harmless from all claims, penalties, suits or actions and from any and all losses, cost and expenses in connection therewith.

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Agent/related parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Agreement.

XX

CHANGE IN LAW:

Article-37 In the event of introduction of any new legislation/regulation or any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, if performance of any provision of this Agreement or any transaction contemplated hereby, shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

XXI

FACILITATION PAYMENTS AND BRIBERY

Article-38 Parties will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties:

- (a) Bribery being the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by, or for any persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.
- (b) Extortion or Solicitation being the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Each Party will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal or informal reporting mechanisms,

unless such reporting is deemed to be counter-productive under the circumstances.

- (c) Trading in Influence being the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act of for any other person.
- (d) Facilitation payments being the payment to any persons listed above, or to anyone else with the intention of expediting an administration process.

XXII GENERAL PROVISIONS

Article–39 The parties will not do or permit anything to be done which might cause any breach or infringement of the laws and regulations (including tax regulations) of India, United Kingdom and any TERRITORY where services under this Agreement are performed.

Article–40 With the signing of this agreement, any previous or existing agreement or arrangement between the parties hereto will stand cancelled and revoked and will cease to be effective. However, any payments/obligations yet remaining outstanding to/from the other party will still be due and effective.

Article–41 This agreement shall deemed to be executed at the place of its acceptance and on such date on which the last signature on the contract document is signed, without any prejudice to the conflict of laws of India and within the exclusive jurisdiction as mandated hereinabove.

Article–42 Good Faith:

The AGENT agrees to act dutifully and in good faith towards the CORPORATION. This includes but is not limited to the duty to disclose all relevant material information and/or facts to the CORPORATION, to avoid any conflict of interest, to account to the CORPORATION for property and money, and not to use the CORPORATION's property or confidential information acquired during the course of providing the services under this Agreement, to acquire a benefit or secret profit, without the informed consent of the Corporation.

Breach of any obligation under this clause entitles the CORPORATION to terminate this Agreement in accordance with **Article– 27**.

PART – I

SECTION –VII

TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING AGENT AT U.A.E.”

BANNING GUIDELINES DOCUMENT

THE SHIPPING CORPORATION OF INDIA LTD.

Policy and Guidelines for Removal / Suspension / Banning of Entities

1. INTRODUCTION

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

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

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

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

2. 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. **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 **Clause 3 iii (a)** and **Clause 3 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. **GROUND 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 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. **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 3.0 (iii)** as above.

6. 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. 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 8.1**.
 - (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. 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:

- (i) For exonerating the Entity if the charges are not established or
- (ii) For removing the Entity from the list of approved Suppliers / Contractors, etc. or
- (iii) 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. **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. **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. **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. **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. **EFFECT OF BANNING AND SUSPENSION OF AN ENTITY**

- 13.1 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.
- 13.2 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.
- 13.3 Banning does not preclude a claim for damages for non-performance.
- 13.4 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. **REVOCATION**

Suspension/ Removal of an 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.

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

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

Place:

Witness 1:
(Signature and Name & Address)

Date:

Witness 2:
(Signature and Name & Address)

PART – I

SECTION – VIII

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

INTEGRITY PACT DOCUMENT

Between

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

and

hereinafter referred to as “The Bidder/Contractor”.

PREAMBLE

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or non-material benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

1. The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
 - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.
 - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the

Bidder/Contractor from the tender process or take action as per the procedure mentioned in-the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. **Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at Page Nos. 61 to 69.**

SECTION 4 – COMPENSATION FOR DAMAGES

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

SECTION 5 – PREVIOUS TRANSGRESSION

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS

1. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
2. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contractors, the IP will

be a tri-partite arrangement to be signed by the Organization, the Contractor, and the sub-contractor.

3. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
4. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDERS / CONTRACTORS

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

SECTION 8 – EXTERNAL INDEPENDENT MONITOR/ MONITORS

1. The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement on receipt of any compliant received by them from the bidder(s).
2. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. It will be considered integral part of the contract. The IEMs shall examine all the representations / grievances / complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology / specifications etc.
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.
4. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word “Monitor” would include both singular and plural.

SECTION 9 – PACT DURATION

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

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

SECTION 10 – OTHER PROVISIONS

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

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

Place:

Witness 1:
(Signature and Name & Address)

Date:

Witness 2:
(Signature and Name & Address)

PART – I
SECTION – IX

MEDIATION CLAUSE

In the event of any dispute between the management and the contractor relating to those contracts where Integrity pact is applicable, in case, both the parties are agreeable, attempt to settle the dispute through mediation before the panel of IEMs in a time bound manner may be made. Such Mediation is to be guided by the **Mediation act 2023**.

PART – I

SECTION X

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT “U.A.E.”**

**GUIDELINES FOR ELIGIBILITY OF A “BIDDER” FROM A COUNTRY WHICH SHARES
A LAND BORDER WITH INDIA**

- I.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

- II.** “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III.** “Bidder from a country which shares a land border with India” for the purpose of this Order means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The *beneficial owner* for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;

b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

UNDERTAKING

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

Place:

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 MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

Bank Guarantee in lieu of Earnest Money Deposit

To,
The Shipping Corporation of India Ltd.
“Shipping House”,
245, Madame Cama Road,
Nariman Point,
Mumbai- 400 021,
INDIA.

Attn.: Deputy General Manager-I/C (P&S)

Sir,

WHEREAS _____ a company within the meaning of the _____ Act, _____ 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) Capitalized terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

Bank Name, Stamp & signature of
authorized signatory

PART – I
SECTION –XII

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

Format for Performance Bank Guarantee

**The Shipping Corporation of India Ltd.
“Shipping House”,
245, Madame Cama Road,
Nariman Point,
Mumbai- 400 021,
INDIA.**

Attn.: Deputy General Manager-I/C (P&S)

Our Guarantee No: _____ dated -----

We have been informed that Messers. _____, (hereinafter called “Agent”) has entered into Agency Agreement with you and have agreed to issue a guarantee for _____.

We, _____ hereby guarantee irrevocably, unconditionally and without any demur, undertake to pay on your demand, all or any sum up to maximum of Indian Rupees _____.

The liability to pay the guarantee herein will arise on a demand being made in writing by Deputy General Manager, Purchase & Services, Shipping Corporation of India or in his/her absence such other officer nominated by you, without any reference to the agent and/or the Agency Agreement, and informed to us prior to the issuance of the instructions by you. The instructions issued by you shall be binding on us whether sent by courier or transmitted by facsimile and/or email.

Any such demand made by you on us shall be conclusive and binding notwithstanding any difference between you and the agent or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

You may without any notice to us and without discharging or any way affecting our liability hereunder grant time or other indulgences to or accept or make any composition or arrangement with the Agent in respect of due performance of the Agent’s obligations under the said contract.

The guarantee shall not be affected by any change in the constitution of either you or the Agent nor shall the reconstruction of your company or the Agent’s entity affect our liability under this guarantee.

This guarantee shall expire on _____. After this date this guarantee shall be considered null and void, whether it is returned to us or not unless extended by mutual consent of the parties.

Consequently, any claim for payment under this guarantee, with reference to the above guarantee, must be received by us on or prior _____.

We hereby agree and confirm that we have the power to issue this guarantee under the statutes of India and the undersigned has full power to sign this guarantee on our behalf. The guarantee is valid, binding and enforceable against us.

This Guarantee shall be governed by and construed in accordance with the laws of India. The courts of India shall have exclusive jurisdiction over matters arising out of or in connection with this Guarantee.

Yours faithfully,

Bank Name, Stamp & signature of
authorized signatory

PART – I

SECTION – XIII

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING
AGENT AT U.A.E.”**

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL
OFFER – PART I**

1)	COPY OF ELECTRONIC REMITTANCE OF USD 100/- FOR TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	BANK GUARANTEE / COPY OF ELECTRONIC REMITTANCE OF USD 76,200/- FOR EARNST MONEY DEPOSIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	COMPLETE SET OF TENDER DOCUMENT DULY SIGNED AND STAMPED ON EACH PAGE ALONGWITH SIGNED AND STAMPED INTEGRITY PACT & BANNING GUIDELINES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	NAMES/LIST OF SHIPPING COMPANIES FOR WHOM YOU ARE WORKING AS SHIPPING AGENT.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	LIST OF SHIPPING LINES HANDLED & TRADE ROUTES SERVED.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	LIST SHOWING TOTAL NUMBER OF VESSELS HANDLED PER YEAR (FOR LAST THREE YEARS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE ISSUED BY YOUR CLIENTS WITH RESPECT TO YOUR EXPERIENCE) IN THE FIELD OF SHIPPING AGENCY AT U.A.E.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	LIST OF EACH CATEGORY OF VESSELS (I.E. BULK CARRIERS, TANKER VESSELS, ETC.). HANDLED ATTACHING THEREWITH PROOF FROM 3 RD PARTIES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE OF HANDLING VOLUME MINIMUM 20,000 TEUs IN LAST 5 YEARS AS MARKETING/ LINER AGENT (CERTIFICATE ISSUED BY YOUR CLIENTS WITH RESPECT TO YOUR EXPERIENCE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10)	COPY OF LICENSES LISTED IN PART I, SECTION II, ELIGIBILITY CRITERIA 1.3 OF TECHNICAL OFFER	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	SELF-ATTESTED COPIES OF AGENCY DEPOSIT RECEIPT AND BANK GUARANTEE LISTED IN OF PART I, SECTION II, ELIGIBILITY CRITERIA 1.4 OF	YES <input type="checkbox"/>	NO <input type="checkbox"/>

	TECHNICAL OFFER		
12)	LAST THREE YEARS (2022, 2023 & 2024) AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY & CREDIT FACILITY AVAILABLE.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14)	COPY OF REGISTRATION WITH COMPETENT AUTHORITY FOR CARRYING OUT SHIPPING AGENCY BUSINESS AT U.A.E.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	PROOF OF ADDRESS – ELECTRICITY BILL OR TELEPHONE BILL OR WATER RECEIPT OR MUNICIPALITY RECEIPT FOR OFFICE LOCATION AT U.A.E.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
16)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
17)	FULL PARTICULARS OF YOUR BRANCHES AND ASSOCIATE OFFICES AT VARIOUS PORTS IN U.A.E.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
18)	LATEST ORGANIZATION CHART OF THE COMPANY ALONGWITH DETAILS OF OPERATIONS TEAM	YES <input type="checkbox"/>	NO <input type="checkbox"/>
19)	PROOF OF REGISTRATION WITH TAX AUTHORITY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
20)	ANY OTHER DOCUMENT OF RELEVANCE (E.G. TARIFF OF AGENTS' ASSOCIATION ETC.).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
21)	SUPPORTING DOCUMENTS TRANSLATED IN ENGLISH AND DULY ATTESTED (IF REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

PART I

SECTION XIV

STANDARD OPERATING PROCEDURE (SOP)

1.0 AGENT is required to follow Standard Operating Procedure, as enumerated below, to carry out day-to-day operations, with the CORPORATION.

2.0 AGENT is required to only use SCI's IT system for booking Income/Revenue as well as expenses. Presently, SCI is using IT System AFSYS for Cargo booking, BL generation, Invoicing, Receipts, etc. and DANAOS for the Vessel Scheduling, raising prefunding request for meeting vessel related expenses, settlement of final disbursement account.

3.0 **RECORD KEEPING BY AGENT:**

The AGENT shall maintain a regular record of the freight collections and other receivables (detention, demurrage, rebate, container sales, etc.) with duly signed copies of invoices raised, also containing details of GST and other applicable taxes, if any, Bills of Lading wise, in the format provided by CORPORATION

4.0 **REPORT SUBMISSION BY THE AGENT TO CORPORATION:**

- The AGENT shall submit the Terminal departure Report of the Terminal within 10 days of sailing of the vessel, to CORPORATION's Commercial and Freight Dept.
- The AGENT shall submit weekly reports on the freight and all other receivables as per the requirements of the CORPORATION.
- The AGENT shall submit monthly reconciliation of freight and other collectibles in respect of all import and export cargoes and shall also maintain suitable records in the form prescribed by the CORPORATION for controlling the collection of the same.
- Agent shall provide on a monthly basis as on the last day/date of the month **from their Books of Account** the following information:
 - i) Amount **due/receivable from SCI** towards expenses of SCI – Danaos FDA number wise with total amount due/payable.
 - ii) Amounts **due to SCI** towards freight/THC/Detention/Demurrage, etc. - B/L number, Afsys invoice number and amount, with total amount due to SCI.
 - iii) Agent shall submit the Disbursement account within 5 days of the end of the month.

5.0 **SOP FOR USE OF AFSYS SYSTEM:**

AFSYS SYSTEM – This IT system is used for Cargo booking, BL Generation, invoicing, receipt, remittances etc.

5.1 **ACTIVITIES TO BE PERFORMED BY AGENT STEP BY STEP:**

- AGENT has to provide details for the pre-requisites for cargo booking :
 - a. Location codes for the Port Master
 - b. Release Location and Delivery Order Location codes for the Port Address Master
 - c. Update Customers to be defined in Customer Master
 - d. Update Exchange Rate in Voyage Currency Master*
 - e. Vessel Schedule in Danaos
 - f. Container Movement in the Equipment Module of AFSYS
- The rate of exchange for invoicing will be defined by SCI daily as per GST rules.

In case any value is not found, agent user needs to contact concerned Line Manager.

- **For Account Receivable (AR) side, AGENT shall follow following steps :**
 - Make Cargo Booking and issue a Booking Release Advice against Booking.
 - Update Conmoves (Gate Out, Gate In, Load, Discharge, etc.) by Agent by using Booking Release Advice as reference.
 - Make Manifest/BL against the cargo booking and may have to meet ENS/ACD formalities and any other local requirements, as required/ applicable in the trade route. Meet the local requirements either transporting EDI from AFSYS system into their local system or the formats as provided in AFSYS system. And transfer the manifest to the disport through AFSYS within three days of sailing of the vessel.
 - Issue an Invoice against the Booking Customer/ CHA or Consignee as applicable against each BL immediately on sailing of the vessel or arrival of the vessel respectively.
 - Completion of final EGM in case of exports and IGM in case of Imports l In case the invoices are not raised within prescribed time limits as per GST Act (as amended from time to time) any additional tax liability including interest, penalty etc will be on the Agents' Account. All invoices (including debit notes / credit notes or any other tax documents) should comply with Tax invoice, credit and debit note rules. AGENT should maintain all such documents in duplicate complying with GST Rules. Agents' if required should send duplicate copies of all such invoices, credit and debit notes as per the directives of SCI.
 - To issue timely receipt against the invoices

- Remittance of Freight/other money due to SCI, as per the agreement. Agent should endeavour to collect freight via online transfer from customers.
- Similarly perform the activities in the import cycle – Meeting Local Requirements, Import Invoice for freight and other charges, detention, demurrage, storage, etc, Receipt and Remittance, to facilitate the issue of Delivery Order.
- Both Export and Import cycles as performed by AGENT will complete the transactions on the AR side.

6.0 SOP FOR USE OF DANAOS system:

DANAOS system: This IT system is used for Vessel Scheduling, raising request for prefunding and final disbursement of account as per FINANCIAL, ACCOUNTING AND PAYMENT clause – (Reference to Article-10 of the Agency Agreement)

6.1 Activities to be performed by Agent:

- AGENT to provide a Proforma Disbursement in respect of the anticipated expenses w.r.t. vessel related cost and container related cost. Format of Proforma Disbursement is as below:

Category	Expected expenses	Expected Amount (in Agent's respective Currency)
Port Charges	Harbour Dues/ berth hire	
	Light Dues	
	Pilotage	
	Towage	
	Mooring/unmooring	
	Shifting	
	Customs charges	
	Launch/hire car	
	Any other port charges not mentioned above	
Cargo charges	Stevedoring	
	Cranage/winchemen	

	Overtime	
	Lift on/lift off	
	Interport transport	
	Storage/quay rent/wharfage	
	Any other cargo charges not mentioned above	
Category	Expected expenses	Expected Amount (in Agent's respective Currency)
Ship Charges	Cash to Master	
	Water	
	Stores/Provisions	
	Crew expenses	
	Repairs	
	Any other ship charges not mentioned above	
General expenses	Agency Remuneration	
	Telex, postage, telegrams	
	Any other General expenses	

NB: Above is not an exhaustive list but only an indicative list

- Agent is required to send the prefunding request (PDA) through IT System (presently DANAOS) for estimated Voyage related expenses for a particular vessel prior to the arrival of the vessel at the respective port. If PDA is not raised prior vessel arrival, then the same will be allowed to be made within maximum Ten (10) days after the sailing of the vessel beyond which, the IT system will be auto-locked for any PDA requests.
- General Expenses should be requested on Monthly basis in the General Prefunding request (GPDA) through IT System (presently DANAOS). **Voyage related expenses should not be included in GPDA.** The GPDA request should be raised by the AGENT within maximum five (5) days after the end of the month/i.e. by 5th day of next month.

- The System will auto-lock as soon as this period is closed. Line items in draft status will be deleted and only line items in Invoice status will be retained.
- **Detailed steps involved in inserting request of prefunding in IT System (presently DANAOS) and its approval process by SCI is as under:**

	Modes in Danaos System	Action under various modes
Step 1	Draft	Agent has to request the funds required through CORPORATION's IT system, prior vessel arrival or within 10 days from the date of sailing of the vessel.
Step 2	Locked by Agent	
Step 3	Validate	Validation of the expenses requested as an advance would be done by SCI
	Modes in Danaos system	Action under various modes
Step 4	Approve 1	1st level of approval to the validated expenses would be done by SCI
Step 5	Approve 2	2nd level of approval to the validated expenses would be done by SCI
Step 6	Create and Release Payment	By SCI
Step 7	Sent to Finance	The approved expenses are forwarded by System to Finance Department to make payment to the Agent.

- **Procedure for FDA (Final Disbursement Account)**

After payment is made by the Finance Division against PDA request to the Agent, Danaos system reflects the status as PDA- Paid final. Thereafter, Agent has to book all vessel related expenses (actual) in the Final Disbursement Account in Danaos system within 35 days of sailing of the vessel. In case of General FDA the same to be booked within 15 days of the end of the month. System will auto lock the FDA in case the same is not invoiced and closed within this period. Then the extra pre-funded amount will stand to be withdrawn/adjusted against the next prefunding request.

- Steps involved in the FDA process are as under:

Step 1	Agent Sends Invoice Copy(both hard and soft copy) to SCI	FDA Closed by the Agent in Danaos
Step 2	Invoices Uploaded in the system	By SCI
Step 3	Validate	By SCI
Step 4	Approve 1	By SCI
Step 5	Approve 2	By SCI

Step 7	Final	When all the line items are in Approve 2 stage
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After all lines in the FDA are finalized (i.e. Approved 2 by SCI), Finance department arranges payments to the AGENT.

All invoices booked in FDA required to be submitted to the Finance Division basis the weekly invoice report sent by SCI in both Original and Soft copies.

- 7.0 In FDA, Agent should submit supporting documents for Agency Commission raised, in form of freight receipt issued by the Agent to the Customer (Invoice raised by Agent to Customer and payment of same by Customer), enable CORPORATION to check and authorise/approve Agent Commission.

It may be noted by the Agent that even if one line item of the FDA remains unapproved due to insufficient supporting document/clarification, the whole FDA remains pending and the status does not become final So Agent is requested to adhere to the abovementioned guidelines/timelines and provide all the necessary supportings and documents in time to enable SCI to approve the FDAs.

- 8.0 AGENT is required to refer to the latest edition of “SCI’s Container Manual” for operational procedures.

PART II – PRICE OFFER

**TENDER FOR “APPOINTMENT OF MARKETING & GENERAL SHIPPING AGENT
AT U.A.E.”**

Price Offer Format for Submission of Quotation

SCIL/P&S/AC/2025/U.A.E./PRICE OFFER

Due Date: XX/XX/2025 1700 IST

Sr. No	Particulars / Activities	Estimated Annual Volume at UAE (A)	All Inclusive Rates (B)
1	<u>Agency Fees:-</u>		
a)	Minimum Agency Fees / Call for vessels which call for loading and / or discharging at U.A.E. ports (applicable to Liner vessels) (Minimum Agency Fee will be applicable only when it exceeds agency commission) (Rates to be quoted in Dirhams)	36 calls	
b)	For vessels calling for Bunkers, Stores, Medical attention, Crew change, Repairs (Major / Minor), Dry-docking etc. (For all vessels) (Rates to be quoted in Dirhams)	50 calls	
2	<u>Commissions (all commissions to be indicated as % of freight):-</u>		
A)	<u>On Nett Outward Liner Freight:</u>		
i)	General cargo booked by loading port agents	USD 4,104,000	
ii)	General cargo booked by others	USD 216,000	
B)	<u>On Nett Inward Liner Freight:</u>		
i)	General cargo booked by discharge port agents	USD 8,550,000	
ii)	General cargo booked by others	USD 450,000	
3)	On transshipment cargoes accepted on through Bill of Lading- Fees per container (Rates to be quoted in U.S. \$)	1800 containers	

4	<u>Container Monitoring fees (Tracking and Reporting) per container</u> Container Monitoring Fees should include Unloading/Stacking/Reloading or Leased Off charges. Leased off / loaded will be treated as one operation. (Rates to be quoted in U.S. \$)	10,000 containers	
5	a) Transport for agents when vessel alongside berth b) Transport for agents when vessel at Anchorage (Rates to be quoted in Dirhams)	200 calls 300 calls	
6	Non Liner Calls: (i) Full Agency Fees per call	50 calls	
	(ii) Owner Protecting Agency fees per call (Rates to be quoted in Dirhams)	400 calls	
7	<u>Cash to Master:</u> including Insurance and Security excluding Bank charges (all U.A.E. ports) per call (Rates to be quoted in Dirhams)	100 calls	
8	<u>Meet & Assist (inclusive of sign on/ sign off, all incidental charges, exit stamp charges, crew handling charges, port pass charges (if any), port endorsement for crew (if any)):</u> - At airport In U.A.E. (Dubai, Fujairah etc) - Arrival (per person) At airport In U.A.E. (Dubai, Fujairah etc) - Departure (per person) (Rates to be quoted in Dirhams)	500 persons 500 persons	
9	<u>Visa</u> Immigration fee (non CDC) - per Visa Seamen Visa (CDC Holder) - per Visa (Rates to be quoted in Dirhams)	50 visa 720 visa	

10	Storage charges for Ship's Spare Parts in AED per CBM per day (pro-rata) (Average storage period = 60 days) <i>(Rates to be quoted in Dirhams)</i>	120 CBM	
11	<p><u>Spare Parts Clearance</u></p> <p>(i) Air Freight Import (Upto 200 Kgs.) - NORMAL TIMING (per consignment) Rates should be inclusive of charges such as Delivery Order Fee, Airport / DNATA Handling, Custom Registration & Guarantee, Clearance Documentation</p> <p>(ii) Air Freight Import (Upto 200 Kgs.) - Night / Holiday / Express Service (per consignment) Rates should be inclusive of charges such as Delivery Order Fee, Airport / DNATA Handling, Custom Registration & Guarantee, Clearance Documentation</p> <p>(iii) Air Freight Import (Above 200 Kgs.) - NORMAL TIMING (per consignment) Rates should be inclusive of charges such as Delivery Order Fee, Airport / DNATA Handling, Custom Registration & Guarantee, Clearance Documentation</p> <p>(iv) Air Freight Import (Above 200 Kgs.) -Night / Holiday / Express Service (per consignment) Rates should be inclusive of charges such as Delivery Order Fee, Airport / DNATA Handling, Custom Registration & Guarantee, Clearance Documentation</p> <p><i>(Rates to be quoted in Dirhams)</i></p>	<p>105 consignment</p> <p>45 consignment</p> <p>35 consignment</p> <p>15 consignment</p>	
12	<u>Spare Parts Transportation:</u>		
	<p><u>(a) Transport (Upto 300 kg) per parcel:</u></p> <p>(i) Dubai</p> <p>(ii) Sharjah / Jebel Ali</p> <p>(iii) Fujairah / Ras Al Khaimah / Khor Fakan</p> <p><u>(b) Transport (Above 300 kg):</u></p> <p>(i) Dubai</p> <p>(ii) Sharjah / Jebel Ali</p> <p>(iii) Fujairah / Ras Al Khaimah / Khor Fakkan</p> <p><i>(Rates to be quoted in Dirhams)</i></p>	<p>10 parcel</p> <p>10 parcel</p> <p>120 parcel</p> <p>10 parcel</p> <p>10 parcel</p> <p>10 parcel</p>	

13	<u>Spare Parts Air freight (Export):</u> (excluding Airfreight, Surcharges, Carrier AWB charges, Land Transportation). - (i) Upto 200 Kgs. Per parcel (ii) For Over 200 Kgs. Per parcel <i>(Rates to be quoted in Dirhams)</i>	200 parcel 100 parcel	
14	<u>Communication expenses per call</u> <i>(Rates to be quoted in Dirhams)</i>	500 calls	
15	<u>Slop Removal:</u> If net oil recovered less than 20 MT service charge (per call) If net oil recovered more than 20 MT (per ton) (Rebate payable to Corporation per Ton)	5 calls 10 calls X 30 Tons of oil recovered (average) per call	
	<i>(Rates to be quoted in U.S. \$)</i>		
16	<u>Transportation (From Dubai Drop off) (per trip): (For 0-4 person)</u> Sharjah Jebel Ali Ajman Khorfakkan Fujairah Abu Dhabi Ras Al Khaimah Within Dubai Waiting charges (per hour) (same rate would be applicable for vice-versa journey) <i>(Rates to be quoted in Dirhams)</i>	25 trips 100 trips 10 trips 25 trips 150 trips 25 trips 10 trips 50 trips 200 hours	
17	<u>Transportation (From Dubai Drop off) (per trip): (For 5 - 15 person)</u> Sharjah Jebel Ali Ajman Khorfakkan Fujairah Abu Dhabi Ras Al Khaimah Within Dubai	25 trips 100 trips 10 trips 25 trips 100 trips 25 trips 10 trips 50 trips	

	Waiting charges (per hour) (same rate would be applicable for vice-versa journey) (Rates to be quoted in Dirhams)	200 hours	
18	<u>Bunker/ Lube Oil Sample Handling/ Transportation Charges</u> (Rates to be quoted in U.S. \$)	100	

Rates should be quoted strictly in accordance to **Clause no. 7.0 - RATES, of Section – III, PART – I** of the technical offer.
Confirmation of L1 is subject to scrutiny by SCI, IAD.

Notes:

1	The rates quoted will be 'All Inclusive'. No extra charges/Fees/Commission, whatsoever will be paid in addition to rates quoted above. No local, Govt. taxes, VAT etc. will be payable extra on Agency Fees, Crew Handling Charges, CTM, and Remuneration for connecting Spares etc. Rates to be quoted as per unit of measurement in the above table. If the rate is asked per consignment then lump sum rate to be quoted per consignment i.e. rates should not be quoted per KG / quoting of incremental rates to be avoided.
2	The Agent will be paid Agency Fee (for attending to SCI owned/in-chartered /managed/operated ships) as and where applicable.
3	Agency Fee: Agent will be paid Agency Fee for attending to SCI owned/in-chartered/managed/operated ships calling at U.A.E. ports as per Schedule of Rates above.
4	Commission on Freight shall be calculated on Nett Freight earned by the Corporation after deducting rebates (immediate as well as deferred), discounts, surcharges other than devaluation surcharge, currency adjustment surcharge etc.
5	The cost of printing and stationery to be used by the agents (except B/L and Manifest) shall not be recoverable from the Corporation.
6	The agents will neither be entitled for wages and overtime paid to their Supervisors and other personnel attending the ships in port(s) nor any conveyance for attending the ships except as provided at (4) above.
7	The AGENT will neither be entitled for wages nor overtime paid to their supervisors and other personnel attending the vessel in the port(s) and any conveyance for attending the ships.
8	Agent is entitled for remuneration only in respect of activities performed by them.
9	For attending to services not provided for in this agreement, the remuneration shall be paid at mutually agreed rates between the CORPORATION and the Agent. The Agent shall take prior written approval of Operating Division/Department of CORPORATION, for such rates / activities. The Agent has to produce proof/supporting document for such expenses and submit to the CORPORATION in the Final settlement of Disbursement account (FDA).
10	The word "supportings" include original bills / invoices / cash memos from service providers. Supporting documents should be in English language only.
11	Crew handling includes transportation, sign on/sign off, assistance, custom clearance etc. w.r.t. crew/officer (for owned/managed /operated and in-chartered [if required] vessels).
12	Crew Repatriation/ Crew Hospitalisation/Crew Medical/Crew Transportation (including Launch hire) etc. will be payable at actuals with prior approval from Fleet Personnel Dept. of the CORPORATION along with supporting invoices of service providers.
13	The CORPORATION shall bear the cost of printing of Bill of Lading (B/L) or provide the B/Ls. Cost of printing and stationery to be used by the AGENT for other purposes shall not be recoverable from the CORPORATION.
14	Expenses on mobile phones for use by Masters of SCI vessels and / or SCI officials visiting the port on official work will be reimbursed at actual with due certification from the concerned Operating Division in the monthly General Accounts.
15	The interpretation of the terms in respect of Container activities will be as per International practices and as laid down in SCI's container manual & other operating procedures/ manuals/ formats/ reporting formats and compliance

	of procedures pertaining to accounts would be as per the instructions issued by respective Divisions/Departments of SCI from time to time.
16	Servicing/ Husbanding of vessel / cargo would include all activities connected with ship's business / cargo business and also activities connected with crew / mail / medical assistance, stores, provision / victualling etc. and all other assistance provided to vessel for the smooth operation of vessels in port, as detailed in the Agency Agreement.
17	The launch used by the AGENT for any official purpose must be endorsed by the Master of the vessel.
18	The estimated volume of business indicated in the Price offer above is indicative only and without any commitment on part of CORPORATION.
19	No Additional expenses will be paid except as mentioned above.
20	Exchange rate to convert AED to INR and USD to INR on due date of the tender would be applicable.
21	The gross total in INR would be used to determine order of competitiveness

- i) Tenderers must quote for all the items as per Price format/Schedule of Rates above. However, if any Tenderer quotes for only 80% of the value of the tender, their bid can be processed by loading with highest value quoted by other bidders for the remaining items, for which the Tenderer has not quoted. If any Tenderer quotes for less than 80% of the value of the Tender, their offer will not be considered by CORPORATION and is liable to be disqualified. The decision of the CORPORATION in this regard shall be final and binding on the tenderer.
- ii) The estimated annual volume for each item/activity will be multiplied by the corresponding quoted rate by each tenderer and the results will be totalled to arrive at the overall financial implications for U.A.E.. Quoted rates will be converted from USD to Indian Rupees on the basis of closing B.C. Selling exchange rate declared by the State Bank of India on the due date of the tender. This total financial implication will be used to decide order of competitiveness. Conditional discounts will not be taken into account for the financial evaluation. Bids shall be evaluated in Indian Rupees.
- iii) Contract would be awarded to single bidder on overall lowest basis.
- iv) If a party quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered
- v) 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.

ABOVE QUOTATION HAS BEEN SUBMITTED IN ACCORDANCE WITH THE TERMS & CONDITIONS OF THE TENDER AS PER PART-I OF THE TENDER FORM

Place:

(_____)

Date:

**Signature of Tenderer with Rubber Stamp of the Firm
Full Name & Designation:_____**