



The Shipping Corporation of India Ltd.  
Purchase and Services Department

TENDER REF. NO.:	PS/GEM/CON/FFE & EEED/2024 (Supply of Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEED) on board vessels Calling at Indian Ports(BID NO: GEM/2024/B/GEM/2024/B/5204373)
TENDER TITLE:	Gem Tender for Supply of Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEED) on board vessels Calling at Indian Ports
DUE DATE & TIME	XX/XX/2024, 1700 HOURS (IST)
TENDER FEE	Rs.1500 + 18% GST Rs. 270 = Rs.1770 /- (Indian Rupees One thousand Seven Hundred Seventy only)
EARNEST MONEY DEPOSIT (EMD)	INR 2,51,700/- (Indian Rupees Two Lacs Fiftyone Thousand Seven Hundred only)

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Part II (Price Offer):Sheet 1 - Format of Price Offer Sheet 2 - Estimated Volume/lifting's for 2 years

IMPORTANT NOTES

1	Technical Offer Documents should be scanned and uploaded in Gem portal
2	Please ensure that the Price Offer (Part-II) is not uploaded in 'Technical folder of the Gem Tender'. The same should not be printed and uploaded with Technical Offer.
3	Bidder to quote for all line items. Non-submission of rate quote for any line item or port by a bidder will result in disqualification.
4	Lump sum Price quoted in Gem Price Offer (Part – II- Sheet 1) to be uploaded in Gem
5	Size of documents being uploaded should not be greater than 10 MB in size.

**PART - I (TECHNICAL OFFER)**

**SECTION - I (A)**

**TECHNICAL  
OFFER  
PART - I (A)**

**Gem Tender for Supply Fire Fighting Equipment's (FFE) and Emergency Escape Breathing Devices (EEBD) on board vessels calling at Indian ports**

**GENERAL INFORMATION**

1.0 Gem Tenders are invited by the Shipping Corporation of India Ltd. (hereinafter referred to as the CORPORATION) for supply of Fire Fighting Equipment's (FFE) and Emergency Escape Breathing Devices (EEBD) at Indian ports, to the vessels owned/operated/chartered/managed by the Corporation and/or its subsidiary/associate companies and also those for which the Corporation acts as agents, from experienced and reputed manufacturers / authorized distributors having at least two years continuous relevant experience during the last five years.

Tenderer should have valid ISO certification from certification bodies accredited by NABCB or equivalent.

2.0 **PERIOD OF CONTRACT**

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

The rates for extension period shall be as under:

- (A) If the existing contractor has participated in the Corporation's next Tender for said supplies:
  - (1) If the existing contractor wins the next new tender then lower of the existing rates and new rates finalized for the next new contract shall apply.
  - (2) If the existing contractor does not win the next new contract then the lower of their newly quoted rates and the existing rates shall apply.
  - (3) Existing contractor has to settle the differential amount (Difference in supply cost during extension period basis existing rates and new contract / quoted rates, as the case may be, by way of credit note.
- (B) If (A) above is not applicable, then existing contract rates shall apply

3.0 Gem Tender Notice is also available on SCI Website [www.shipindia.com](http://www.shipindia.com) and Govt. Website <http://eprocure.gov.in/epublish.app>.

4.0 **Tender on Gem Portal:**

Tender is published on Gem Portal and bids to be submitted in Gem portal only.

5.0 **TENDER FEE:**

- (a) Tenderers are required to pay non-refundable Tender Fee of **Rs. 1770/- (Rs. 1500- (Tender Fee) + 18% GST)** to participate in this E-tender through electronic fund transfer to the Corporation's below mentioned Bank Account.

**Beneficiary Name** : THE SHIPPING CORPORATION OF INDIA LTD  
**Bank Name:** :INDIAN BANK  
**Bank Branch** : NARIMAN POINT  
**Bank Address** :MITTAL TOWERS GROUND FLOOR, 210, NARIMAN POINT G M  
: DIST, Maharashtra - 400021  
**ACCOUNT NO** : 416197198  
**IFSC Code** : IDIB000N052

- (b) **Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) of Tender Fee should be uploaded along with technical offer.**

6.0 **EARNEST MONEY DEPOSIT (EMD):**

- a) Earnest Money Deposit (EMD) : Rs.2,51,700/- (Indian Rupees Two Lacs Fiftyone Thousand Seven Hundred only)
- b) Tenderers may also pay or remit Earnest money deposit (EMD) to the Corporations Bank Account (Bank A/c details furnished at Clause 5(a) to participate in subject GEM Tender. All applicable Bank charges will be on tenderers account.
- c) Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) / Bank Guarantee towards EMD should be uploaded along with technical offer. All applicable bank charges of bidder's Bank shall be to bidder's account.
- d) EMD, if furnished by way of Bank Guarantee same to be in the prescribed format (attached Part - I (I -K)) from a Scheduled Bank or First Class Commercial Bank/International Bank or Gem Portal.

**The validity of Bank Guarantee shall be eight months from the due date of the tender.**

- e) EMD if issued as per Para (7-d) shall be sent by the tenderer by post or in person super-scribing the envelope with Tender name, Gem Bid No, Tender number, his/her (tenderer's) details before due date and time at following address:

**The Deputy General Manager I/c (P &S)  
The Shipping Corporation of India Ltd.,  
"Shipping House", 12<sup>th</sup> floor,  
245, Madame Cama Road, MUMBAI - 400 021.**

- f) Furnished EMD is refundable (without interest), except on withdrawal of the offer before decision or bidder seeks amendments of tender terms and such amendments is/are not acceptable to the corporation or failure of the party to accept the contract, if awarded or fails to submit Security deposit and or performance guarantee within stipulated time if contract awarded and or violates terms at any stage of tender processing or contract processing. EMD may be refunded (without interest) to unsuccessful bidders on identification of successful bidder. In case of technically disqualified bidder(s), the EMD may be refunded (without interest) on finalization of their technical disqualification. The EMD may be refunded (without interest) to the successful tenderer

only after the award of the contract upon receipt of Security Deposit and / or performance Guarantee.

- g) E-tenders received on the Gem Portal without tender fees and EMD are liable to be rejected (For Non - MSEs).

**IMP: TENDERS RECEIVED WITHOUT TENDER FEES AND EMD (FOR NON-MSE VENDORS) ARE LIABLE TO BE REJECTED.**

- 7.0 **DUE DATE:** Tenderers shall submit their response on the portal latest by **1700 hrs. on XX.XX.2024**. Tenderers are advised to submit their responses well before the due date and due time of submission and should not wait for last minutes as E-tender would close as per system time and submission of responses will not be possible in case the deadline ceases.
- 8.0 The tender is available on Gem Portal (**Bid Id GEM/2024/B/5204373**) for bidders to participate. Bidders should have Gem Seller ID in order to participate in Gem tenders. Those who do not have Gem seller ID are required to get registered on <https://gem.gov.in>. As per the Gem guidelines, the bidders can upload their response against the Gem tender in Gem portal only.
- 9.0 The Technical Offer & Price Offer uploaded (submitted) on the Gem portal by tenderers are protected and cannot be viewed & downloaded by any of the SCI's employees. The dealing officer can view/download the same (Technical Offer & Price Offer of technically qualified parties) only after opening of Technical & Price Offers respectively by Tender Processing Committee (TPC) in Gem Portal, which can be witnessed by the participating tenderers. All the bidders who participate and upload their response in Gem will be getting intimation over email about addendum, corrigendum and Technical/Price opening of tender and various other communications about the tender through Gem on their registered email id.
- 10.0 Tender quotation should be strictly in line with the **Rate Clause No. 2 of General Terms & Conditions** and as per "**PRICE OFFER**" **Format (PART -II)** of the tender available on Gem Portal. Tenderers are required to submit lump sum Price quotation (for two(2) years inclusive of GST) in Gem Portal only. The Part II - Price Offer format of the lump sum price quoted, shall be submitted in Gem portal as excel/pdf file for port wise, item-wise lump sum quoted price.

"LUMPSUM OFFER PRICE" quoted by the tenderer on Gem portal should match with "Total value of port wise, item-wise Price Breakup with GST".

All Rates must be quoted as per the Price Offer format Part for Indian Ports to all given line items.

Quotation comprises of:

**i. Basic Product Price on FOB Basis-** Product-wise Single Rate in Rs. (as per unit of measurement in Price Offer) to be quoted irrespective of port of supply. This rate to be inclusive of **Incidental Charges for supply on board vessels** .( It should include Port Trust charges, delivery charges, cost of conveyance, truck charges, all loading/unloading/handling charges (equipment and labour) for placing material on board vessels and any other incidental charge).

For supplies made to vessels in stream (at anchorage) or while transiting off port or outside port limits, service launches provided by Corporation can be utilized. However, all other expenses for delivering material on board as mentioned above will be on tenderer's account.

For supplies at berth, no launch hire will be borne by the Corporation. All expenses for delivering material on board as mentioned above, including launch hire charges, if used, will be on tenderer's account.

**GST: Item wise HSN codes along with applicable GST - GST will be payable, as applicable, on actual basis.**

**11.0 BROAD INSTRUCTIONS FOR FILLING/SUBMITTING THE TENDER ON THE GEM PORTAL:**

**11.1 Steps to participate in the subject tender on Gem Portal:**

- a) Click on Bids → List of Bids
- b) Click on Service bids/RAs
- c) Select/ Enter → BID/RA Number
- d) Click on Participate
- e) Bidder will be able to download the required tender documents by clicking PARTICIPATE button for any number of times till last date of submission.
- f) Prospective bidder has to upload the required documents as per tender.
- g) Bidder to quote price (including GST) under relevant tab (price breakup in pdf/excel format to be uploaded under financial upload tab)
- h) In case of any issues faced by the bidder during uploading of documents/submission of bids, Gem helpdesk may be contacted, if required, so as to resolve the issue.

**11.2 The Tender response/bids for subject tender (Gem Bid ID GEM/2024/B/5204373) has to be uploaded in two parts:**

**(a) Part I (Technical Offer) to be submitted in Technical Bid tab in Gem Portal-**

SECTION - I (A)	“General Information”
SECTION - I (B)	“Essential Condition - Eligibility Criteria”
SECTION - I (C)	“General Terms and Conditions - Special Terms & Conditions”
SECTION - I (D)	“Form of Particulars”
SECTION - I (E)	“Technical Details of Offered Products”
SECTION - I (F)	“Integrity Pact and Banning Policy & Guidelines”
SECTION - I (G)	“Bid Security (Earnest Money Deposit) Declaration”
SECTION - I (H)	“List of Documents to be attached”
SECTION - I (I)	“Estimated Annual Requirement”
SECTION - I (J)	“Guidelines for Eligibility of A ‘Bidder’ From a Country Which Shares a Land Border with India ‘
SECTION - I (K)	“Bank Guarantee format”
SECTION - I (L)	“Estimate 2 years Lifting Requirement”

**(b) Part - II (Price Offer) - Under relevant Tab on the Gem portal**

Price Offer in PDF/Excel Format

1. Sheet No.1 - Format of Price offer -II for quoting FOB rates
2. Sheet No.2 - Estimated lifting of two years

Tenderer should ensure that all pages of the tender document are serially numbered and total number of pages indicated in the covering letter.

**12 Tenderers are requested to submit the tender documents as follows:**

- a) “Technical Offer” consisting of **Part - I (A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K) & (L)** are available on Gem Portal. Tenderers are requested to download the “Technical Offer” (Part I) and save the files on their computer. Fill in all details / information required and print them. These print outs shall then be duly filled, paginated, signed and stamped on each page. All documents, certificates, authorization letters as

required in the tender shall also be scanned after affixing sign and seal on each page. Thereafter, the tender should be uploaded on Gem portal indicating total number of pages in the covering letter.

- b) The Lump sum offering (quotation) is required to be filled in “Offer Price” tab available in Gem. Bidders are also required to provide the item wise Break up of lump sum offering (quotation) as per the Format provided by the Corporation at Part II – “Format for Price Breakup”. The completely filled in Item wise Price break-up format is required to be uploaded in relevant Tab of the Gem Tender. Each item is being detailed in Format attached (Part II) in the tender and should be quoted accordingly. “LUMPSUM OFFER PRICE” quoted by the tenderer on Gem portal should match with “Total value of item-wise Price Breakup with GST”

**Please ensure that the Part II – Format for Price is not uploaded along with Technical Offer of the Tender in Gem.**

- c) Once the technical offer is filled in and signed, documents pertaining to the tender should be scanned and kept ready for upload and quotations are filled in Format of Price breakup, the vendor may upload the above files and attachments in the requisite places in Gem Portal. Kindly note to keep your complete tender documents and attachments ready for upload along with login id and password. It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.
- d) The bidder can create response for subject tender and upload its bids as follows:
- e)

**Technical Offer ->**

- i) Index – (upload cover letter, if any)
- ii) Tender Docs – (Technical Offer – PART I (from Part I(A) to Part I(L))
- iii) Certificates – (All other documents, certificates, authorization letters as mentioned in the tender)
- iv) EMD – (Upload copy of Bank Swift or UTR, BG etc.)
- v) Tender Fee – (copy of Bank Swift copy / UTR No. Payment towards tender fees)
- vi) Others – Additional Information

**Price Offer ->**

Bidders shall submit the Lump sum offering (quotation) under the “Offer Price” tab in Gem portal and upload the Part II – Format of Price break up (item wise) signed and stamped on each page under the Financial Upload tab.

- 13.1 Tender documents, downloaded from Gem website, <https://gem.gov.in>, shall be downloaded in toto, repeat in toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the tenderer and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.

**14.0 INTEGRITY PACT AND BANNING GUIDELINES:**

All tenderers shall have to sign an “**Integrity Pact (including Banning Guidelines)**” with the Corporation for handling and ensuring the transactions in a fair and transparent manner. The Integrity Pact (including Banning Guidelines) document is attached with the tender, as **Part I (F)**. The tenderer shall submit the tender along with the Integrity Pact (including Banning Guidelines), issued along with the tender document and duly signed on all pages as a token of acceptance. All pages of the Integrity Pact (including 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 Integrity Pact (including Banning Guidelines) shall be unconditional and the tenderer must not change any contents of the Integrity Pact (including Banning Guidelines). The signed Integrity Pact (including Banning Guidelines) should be enclosed with the technical offer of the tender only. E-Tenders received without the signed Integrity Pact (including Banning Guidelines) and/or without details filled in, shall be rejected.

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

- 1) ShriGirish Chandra Chaturvedi. E-mail: gcchaturvedi@gmail.com
- 2) Shri Deepak Chaturvedi - E mail: chaturvedideep@rediffmail.com
- 3) ShriMukesh Mittal - E mail: [mumittal@hotmail.com](mailto:mumittal@hotmail.com)

#### **15.0 ASSESSMENT OF TENDER:**

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

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

Notwithstanding the above, the assessment of the bid shall also take into account the acceptance of Corporation's Integrity Pact (including Banning Guidelines) by the tenderer.

- 15.1 Once a bid is accepted on technical grounds, then selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- 15.2 Tenderers are requested to quote their best and final offer. No revised offer shall be entertained.
- 16.0 Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. MSE bidders are exempted from submission of tender fees and EMD as per provisions in the Tender Documents. MSE bidders seeking benefits of MSE as specified in the Tender Documents must submit copy of Registration certificates failing which no benefit of MSE shall be extended. Purchase preference to Indian MSEs (Micro & Small Enterprises) shall be applicable as per the Government of India Policies. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are required to register themselves with the Trade Receivables Discounting System (TReDS) platform (**RXIL/INVOICE MART**).

**Further if MSE bidders are claiming waiver of EMD then they are required to submit Bid Security Declaration as per Section I (H).**

**17.0 VALIDITY:**

The rates given in tender should be valid for acceptance by the Corporation up to **SIX MONTHS** from the due date. In case processing/acceptance of the tender takes more than six months, the tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of **SIX MONTHS** withdrawing his Price Offer, **else the rates will hold valid till finalization of the contract.**

During the validity of the quotation, in case the tenderer increases its Price Offer, the tender would be liable to be rejected.

During the validity of the quotation, in case the tenderer increases its Price Offer, the tender would be liable to be rejected.

In case the tenderer withdraws his offer during the validity of the quotation or extension granted by him on validity and/or his failure to accept the contract if awarded, the Earnest Money Deposit (EMD) shall stand forfeited.

**18.0 Designation and contact details of the person for this tender are:**

**The Deputy General Manager I/c (P &S)  
The Shipping Corporation of India Ltd.,  
Shipping House", 12<sup>th</sup> floor,  
245, Madame Cama Road, MUMBAI - 400 021**

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**PART - I (TECHNICAL OFFER)**

**SECTION - I (B)**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEBD) on board vessels Calling at Indian Ports**

**ESSENTIAL CONDITIONS - ELIGIBILITY CRITERIA**

1. Tenderer should be registered as seller on GEM (Govenment E-Market Place) portal and should have a unique Gem Seller ID.
2. The Tenderer shall either be the Manufacturer or Authorized Dealer/agent for the items being tendered.

3. **EXPERIENCE:**

Tenderer should have at least Two (2) years continuous relevant experience during last Five (5) years of onboard supply of tendered Item(s) at Indian ports. As these items are safety /statutory items, prior relevant experience is considered essential.

Relevant experience means, the tenderer should have compulsory experience in supplying Fire Fighting Equipment (FFE) and Emergency Escape Breathing Devices (EEBD) on board vessels calling at Mumbai, Chennai and Kolkata ports in stream (at anchorage) / alongside (at berth) / at OPL, either through their own offices or through their agents.

Tenderers are required to substantiate their experience of on board supply by furnishing details of items supplied during the period, indicating names of shipping lines being supplied, together with copies of documents like Invoices/Delivery Challans acknowledged by ships' officers etc. as proof of experience.

4. **ISO CERTIFICATION:**

The manufacturer should have a valid ISO certification from certification bodies accredited by NABCB or equivalent. In case the tenderer is an authorized dealer / agent, both, the tenderer and the manufacturer of the products shall have a valid ISO certification.

5. The Brand and Model offered by the tenderer must be indicated clearly and product related literature, if any, shall be enclosed. The quotation should be given on the understanding that the material supplied would conform to the Brand indicated by the tenderer in the tender and also will be subject to Flag State/Port State inspector's acceptance. Please refer to **Part - I (E)**, which should be properly filled in and enclosed with **Part- I** (Technical Offer).

## 6. PRODUCT APPROVAL:

6.1 All products specified in Part I (E) must conform to Latest SOLAS Regulation and Merchant Shipping Life Saving Appliances (LSA) Rules, Merchant Shipping Fire Appliances Rules in force, as applicable.

6.2 Tenderers shall offer products specified as “**Approved Type**” in Part I (E) with type approval certificate issued in accordance with M.S. Notice 5/2007 dated 22<sup>nd</sup> June 2007 and a copy of these certificates shall also be submitted along with Technical Offer.

(i) **Where the equipment / material / appliances used is manufactured outside India,**

It should carry the Type Approval/Individual Product Approval Certificate of the Maritime Administration of the country of manufacture (or the EC Type Approval, if pertinent), or the certificate of any of the following Classification Society recognized by the Govt. of India on behalf of that Maritime Administration. It should also carry test reports; certify testing according to the latest relevant IMO Code.

1. Lloyds Register,
2. Bureau Veritas
3. Det Norske Veritas AS
4. American Bureau of Shipping
5. Germanischer Lloyds
6. Nippon Kaiji Kyokai
7. Indian Register of Shipping

(ii) **Where the equipment / material / appliances used are manufactured within India,** it should have with it the Type Approval / individual product approval of the Directorate General of Shipping (DGS) or their (DGS) appointed agency.

6.3 For rest of the materials specified in Part I(E), Certificate of Conformity, IS Certification and / or Type approvals, wherever available, shall also be submitted by the tenderer along with the Technical Offer (Part – I).

7. In case tenderer is an authorized dealer / agent of the manufacturer, the tenderer must enclose copies of Letter of Authorization from the Manufacturers.
8. The tenderer should have a valid **IEC (Importer-Exporter Code)** Number in case their offered product is being imported by them and copy of such **certificate** should be **attached** with Technical Offer Part-I of the tender.
9. The tenderer must quote for products conforming to the relevant specifications as indicated in the tender schedule and as per the requirements of the latest governing Rules and Regulations in force i.e. the latest IMO Codes (including amendments) Merchant Shipping Life Saving Appliances (Rules), the International Convention of the Safety of Life at Sea (SOLAS) and Merchant Shipping Fire Appliances Rules, etc. The tenderer should ensure that supplies are made in conformity with all relevant National/ International laws in force.
10. The tenderer should have adequate stocks available at all tendered ports so as to be in a position to effect supplies at short notice directly on board the vessels.
11. The tenderer must indicate focal points of contact for each port/group of ports quoted for in a separate statement containing:

- i. Name of the person to be contacted
  - ii. Telephone, Mobile and Fax Numbers,
  - iii. Postal Address and
  - iv. Email Address
- to ensure easy and proper co-ordination of supplies.**

- 12. Tenderers must ensure prompt, efficient and comprehensive servicing and repairing facilities as per requirement of Merchant Shipping Rules at all ports listed in the tender. Tenderer shall further ensure easy availability of spares and its continuous supply as and when required for all equipment's applicable.
- 13. Any Tenderer from a country which shares a land border with India will be eligible to bid in this tender only if it confirms its acceptance and also complies with the provisions of the "Guidelines for eligibility of a 'Bidder' from a Country which shares a land border with India" enclosed at Part I(J) of this document. The Tenderer is required to submit the undertaking enclosed therein.
- 14. Tenderers may please note that evaluation of all the tenders shall necessarily take into account:
  - (a) Experience and performance on similar or any other contracts during past 2 years with SCI,
  - (b) Financial standing through Annual Report, Balance Sheet & Profit & Loss Account of last three years (positive net worth during last Financial Year FY 2023-24) and
  - (c) Their performance during past contracts with SCI. If they had committed breach of contract etc. would be taken into account and it would be SCI's sole discretion whether to consider such parties for technical qualification/award of the contract.
- 15. Eligibility criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

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We, the undersigned, have perused the above mentioned Terms and conditions and we agree to abide by the above referred terms and conditions and we further state that we have quoted rates in the "Price Offer" taking into consideration above mentioned terms and conditions.

**Place:**  
**Date:**

**Signature of the tenderer**  
**with rubber stamp of the company**

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**TECHNICAL  
OFFER  
PART – I (C)**

**PART-I (TECHNICAL OFFER)**  
**SECTION - I (C)**

Gem tender for supply of Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEBD) on  
board vessels

Calling at Indian Ports

**GENERAL TERMS & CONDITIONS**

1.0 **PERIOD OF CONTRACT**

The period of the contract shall be for two years from the date of contract commencement as decided by the Corporation. The Corporation will have sole option to extend the contract twice by **three months each**, after the expiry of two years contract period, on the basis of same terms and conditions.

The rates for extension period shall be as under:

- (A) If the existing contractor has participated in the Corporation's next Tender for said supplies:
- (1) If the existing contractor wins the next new tender then lower of the existing rates and new rates finalized for the next new contract shall apply.
  - (2) If the existing contractor does not win the next new contract then the lower of their newly quoted rates and the existing rates shall apply.
  - (3) Existing contractor has to settle the differential amount (Difference in supply cost during extension period basis existing rates and new contract / quoted rates, as the case may be, by way of credit note.
- (B) If (A) above is not applicable, then existing contract rates shall apply

2.0 **RATES**

2.1 All Rates must be quoted as per the Price Offer format Part II.

2.2 Quotation comprises of:

**i. Product Price on FOB Basis** -Product-wise Single Rate in Rs. (as per unit of measurement in Price Offer) to be quoted against each items.

**ii. Inclusive of Incidental Charges for delivery on board** -

All inclusive Free on Board supply rate of a particular item at a particular Indian port will be inclusive of "Respective Incidental Charge for on board supply at that port". GST rate will be applicable on the aforesaid rate. No other charge over and above the FOB rate and GST will be paid for Free on Board supply at respective Indian ports.

**GST: Item wise HSN codes along with applicable GST - GST will be payable, as applicable, on actual basis.**

Corporation reserves the right to take delivery of goods at their / their agent's office/ godown, located at any of the tendered ports and for such supplies incidental charges quoted for supply onboard vessel at that port shall be paid.

For supplies made to vessels in stream (at anchorage) or while transiting off port or outside port limits, service launches provided by Corporation can be utilized. However, all other expenses for delivering material on board as mentioned above will be on tenderer's account.

For supplies at berth, no launch hire will be borne by the Corporation. All expenses for delivering material on board as mentioned above, including launch hire charges, if used, will be on tenderer's account.

2.3 Corporation, under this tender, compulsorily requires supply arrangement at PORT BLAIR.

**(i) Tenderers having the capability to supply the tendered items at Port Blair:**

Tenderer having the capability to supply the tendered items at Port Blair either on their own or through their agents should quote the Incidental charges for onboard supply at Port Blair.

**(ii) For Tenderers not having the capability to supply the tendered items at Port Blair:**

Tenderers who are not capable of supplying directly at Port Blair may arrange supplies by connecting the same to the inter-island vessels at Port Blair, through SCI mainland vessels plying between Kolkata and Port Blair, in which case the tenderer should not quote incidental charges for Port Blair and incidental charges for Kolkata shall be applicable.

2.4 On award of contract, the rates (Basic Product Price and Incidental charges) will be treated as firm for the entire period of contract and extensions, if any, opted by Corporation. No enhancement in the contract rates (Basic Product Price and Incidental charges) will be permitted for any reason, whatsoever, during the currency of the contract including extension period, if opted. However, the statutory levies (Central Levies and GST) will be revised upwards or downwards depending on the Government guidelines/tax structure. Revision in Statutory Levies can be entertained only on production of relevant documentary support (viz. copy of Gazette) and shall be effective from the date of submission of required documents complete in all respects.

2.5 The Tender is not restricted to the ports / group of ports mentioned in the tender. Tenderers may also be required to supply to other Indian Ports as directed by the Corporation. Such supplies including the applicable incidental charges will be governed in line with Clause 10 (NON CONTRACT ITEMS) of this document except rates (Basic Product Price, Central levies, GST) which will be as per the contract awarded.

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

- 2.7 During processing of the tender or during validity of the contractual period, in case it is noticed that the rate/rates of any item/items is/are exceptionally high, the Corporation reserves the right to take such high priced item(s) out of purview / scope of the Contract.
- 2.8 No revised offer shall be entertained. The Corporation at its discretion may extend the due date for submission of bids but tenderer's first submission of tender shall be the final proposal. Tenderer shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of tender due date including extension period of tender due date.
- 2.9 Tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or requests for rates to be corrected will be entertained after the quotations are opened.
- 2.10 The estimated annual requirement / annual lifting provided herewith (Part I (I)) is for indicative purpose only and without any commitment from the Corporation.
- 3.0 This is a non-exclusive contract. The Corporation reserves the right to procure any item/s covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the tenderers.

#### 4.0 **BRANDS**

- 4.1 **The brand name of the quoted items should be clearly indicated, wherever applicable, against SCI's generic description.**

Item-wise single rate to be quoted irrespective of number of brands offered. If tenderers quote more than one rate for any item as per their offered brands, then the highest rate quoted by the tenderer will be considered for evaluation of their tender and the lowest rate for award of contract, if awarded.

- 4.2 Quotations should be given on the understanding that the materials supplied must conform to the quality and brand indicated by the suppliers in their bid and will also be subject to the approval of the ship's Officers as the case may be.
- 4.3 If a quoted brand is discontinued, or the manufacturer closes business, then Corporation may consider an alternative brand of the same/superior quality at the same price.
- 4.4 It is obligatory for the tenderer to ensure that the quoted brands are generally available at the port(s) for which the tender has been floated. Any excuse at a later date that the particular brand is not available at the respective port/s shall not be accepted and such brand or suitable substitute brand shall be procured locally at the cost of the contractor.

On award of the contract, subsequent supplies must conform to the brands specified in the contract.

#### 5.0 **EVALUATION**

- 5.1 Tenderers must quote for all items in the price schedule (Price Offer - Part II).
- 5.2 In case the tenderer does not quote for all the listed items, the tender/quotation is liable to be rejected.

5.3 The port-wise estimated annual requirement of each item will be multiplied by corresponding free on Board supply rates worked out on the basis of quotation of the tenderer and the results will be totaled to arrive at the overall financial implication and establishment of party position.

5.4 GST % quoted by the tenderer shall be considered for financial evaluation and establishment of party position.

However, if the quoted GST % varies from the actual applicable GST % then in such cases at the time of award of contract or its execution thereafter, following shall apply:

- i) **If quoted GST % is lower than the actual applicable GST %**-The actual applicable GST% will be paid, however, the basic product price shall be adjusted to the extent of increase in GST % (i.e. the quoted Basic product Price shall be lowered to the extent of differential GST % such that final "All inclusive FOB supply Rate" with revised GST shall remain same as per the original "All inclusive FOB supply Rate" basis quoted rates.)
- ii) **If quoted GST % is higher than the actual applicable GST %**- Actual GST shall be paid. There shall be no change in quoted basic price.

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

5.6 Once a tender is accepted on technical grounds, then selection among such technically qualified tenderers would normally be only on the basis of prices quoted. However, the Corporation reserves the right to reject all/any of the bids, and the decision of the Corporation in this regard shall be final and binding.

5.7 **The contract will be awarded to one successful tenderer.**

5.8 The tenderer may take note that the award of contract would be on overall financial implication basis and the decision of the Corporation for award of contract will be final and binding on the tenderer/s.

6.0 Tenderers may please note that evaluation of the bids shall necessarily take into account

- (a) experience and performance on similar or any other contracts during past 2 (two) years,
- (b) financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last three years (should have positive net worth during last FY 2023-24),
- (c) If they had committed breach of contract etc.

It would be Corporation's sole discretion whether to consider such tenderers for award of the contract.

## 7.0 **DELIVERY**

7.1 During the period of the contract, including the extension period if opted, the successful tenderer(s) shall supply on board the tendered items at Indian Ports as per the offered and finalized Make / Brand, to Corporation's owned / operated / managed / chartered vessels directly or through their authorized delivery agents either in stream or at berth against firm Purchase Orders placed from time to time by the Purchase Department of the Corporation.

7.2 The tenderer must ensure that approval certificates/licenses issued by DGS/MMD/IRS/IACS are valid throughout the contract period, and revalidation, if any, required during tenure of the contract should be done well before expiry, failing which the Corporation will be at liberty to

obtain the items from alternative source at the Contractor's risk and cost for the remaining period of contract including two extension periods of three months each.

- 7.3 Once the tender is accepted and the contract is finalized, the successful tenderer(s) will be expected to comply promptly with the orders, as per the specific requirements and instructions given by the Corporation or its agents from time to time.
- 7.4 It would be the sole responsibility of the tenderer(s) concerned to ascertain exact date and time of berthing of the vessel, ensure availability of launches and affect supply as required by the Purchase Department, irrespective of National Holidays/Saturdays/Sundays. For this purpose the contractor should keep in continuous touch with the Corporation's local/nearest office/agents throughout the period of the contract for ascertaining the movements and requirements of the Corporation's vessels, owned, chartered or managed. However, tentative date of vessel's arrival at respective port will be intimated by the Purchase Department along with the Purchase Order.
- 7.5 The successful tenderer will obtain all necessary permission and clearances from Customs / port authorities or any concerned authorities as regards logistics services like carrying and loading the goods on supply vessel to be delivered safely to the SCI vessel. The "Rotation Number" which is required for making of "Shipping Bill" shall also be obtained by the tenderer.
- 7.6 The tenderer should acknowledge receipt of Purchase Order immediately and confirm supply as per the order. For this purpose the tenderer is expected to maintain adequate stock of the items throughout the tenure of the contract / extended period, if opted.
- 7.7 Efforts will be made to place orders with the contractor two days in advance as far as possible. However, supply will have to be arranged by the contractor at shorter notice, whenever required.
- 7.8 Tenderer(s) may be required to supply the tendered items against our telephonic/ e-mail instructions followed by written SAP Purchase orders. It is tenderer's responsibility to collect confirmatory SAP generated Purchase orders from our Purchase Department immediately after execution of order.
- 7.9 Tenderer(s) must ensure that asbestos or asbestos containing materials are not supplied to the ships in any form including packaging materials etc.

## 8.0 QUALITY OF GOODS

Quality of items listed in the tender and promptness in arranging supplies is the essence of this contract. The tenderer should accept responsibility for the quality of the stores supplied by their firm. As regards articles which cannot be inspected immediately on delivery on board the vessel, the tenderer should agree to accept responsibility for any complaints and/or rejection made and should make good the same immediately, either monetarily or in kind as per the Corporation's instructions. Failure to replace the equipment will attract Risk Purchase clause for meeting vessel's requirement.

## 9.0 WARRANTIES & GUARANTEES

Tenderer shall guarantee / warranty against any and all defects in design, manufacturing, workmanship or material and performance for a period of 12 months from the date of delivery. Any defects developed during the guarantee period should be remedied promptly free of cost by the tenderer and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the tenderer, The guarantee period for such repaired / replaced goods shall again be 12 months from the date of delivery.



## 10.0 NON CONTRACT ITEMS

Items not included in the tender schedule should not be supplied without obtaining written approval for the quantity, brand and the rate from the Purchase Department of the Corporation. Separate bills should be submitted for such items accompanied by a separate receipted delivery challan. While forwarding the bill, reference, date and copy of our communication indicating approval of the quantity / rates should invariably be attached. Bills which do not comply with these requirements may not be entertained.

## 11.0 DISQUALIFICATION

The tender is liable to be disqualified if:

- (a) Not submitted in accordance with terms and conditions of the Tender.
- (b) Not fulfilling the essential / eligibility criteria mentioned at Part I (B).
- (c) During validity of the quotation period or its extended period, if any, the tenderer increases his quoted prices.
- (d) Not accompanied by Tender Fee and / or Bid Security (Earnest Money Deposit) Declaration.
- (e) The tenderer qualifies the Tender with his own conditions.
- (f) Received in incomplete form including Part II – Price Offer.
- (g) Received after due date and time.
- (h) Information submitted in Technical Offer is found to be incorrect or false or inconsistent at any time during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- (i) Successful tenderer qualifies the letter of acceptance of the contract with his conditions.
- (j) The tenderer is found to be in arrears or default with regard to payment of dues to Dock Labour Board / Pool and other concerned local Government agencies.
- (k) Multiple tenders being submitted by one tenderer or if common interests are found in two or more tenderers, all the tenderers are liable to be disqualified.
- (l) While processing the tender documents, if it comes to the knowledge of the Corporation that some of the tenderers have formed a cartel resulting in delay / holding up the processing of tender, the tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- (m) The tenderer submits an incomplete Integrity Pact Document (including Banning Guidelines) or the Integrity Pact document (including Banning Guidelines) 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.
- (n) The tenderer is found to be financially unsound i.e. not having positive net worth on the basis of the audited Balance Sheet / P&L A/C for FY 2023-24 submitted with the tender.

- (o) Canvassing in any form shall lead to disqualification.

## 12.0 **BILLING**

Contractor should submit their original invoices in triplicate, to the Finance & Accounts Division / (CBRC) of the Corporation at locations mentioned below:

- I. Mumbai – For supplies made against Purchase Orders issued by SCI, Mumbai.
- II. Chennai – For supplies made against Purchase Orders issued by SCI, Chennai.
- III. Kolkata – For supplies made against Purchase Orders issued by SCI, Kolkata.

The Invoices shall be accompanied with:

- a) Original receipted delivery challan duly signed and stamped by the Master and any other authorized officer of the vessel concerned, without any adverse remarks. The Signatures should be accompanied with the Name, Designation, Employee Code Number of the signing officer along with the date of delivery receipt. Bills pertaining to Delivery Challans not bearing the Name, Designation, and Employee Code of the signatories will not be processed for payment.
- b) Copy of the SAP Purchase Order from the P&S Department of the Corporation.

All three documents (1) Purchase Order (2) Delivery Challan and (3) Invoice must contain (i) Name of the vessel (ii) Port of delivery (iii) SAP Material Code, description and unit of measurement as per contract, along with ordered/ supplied quantity, (iv) Contract Reference Number, (v) Brand Name, (vi) Item's serial number as per rate schedule etc. All these documents must be identical.

Apart from above, the invoice submitted by the Contractor should be in accordance with Tax Invoice, Credit and Debit note Rules prescribed by GST Council.

- c) Tax charged in respect of supply shall be reimbursed only if it has been actually paid to the Government by the Contractor and same should reflect in GSTR of the Contractor.
- d) Bills will not be accepted unless accompanied by the original receipted challan duly certified by the vessel's officers. Successful tenderer must ensure that units, brand name and serial number as per Rate Schedule against each item for supplied stores are indicated in the invoices & delivery challans (**Supplies are to be made as per the unit / measure and rate specified in the contract**) failing which the payment for such items will not be made.
- e) Invoices will be settled only when all items mentioned in the corresponding Purchase Orders are delivered. In the event of failure to execute any order in full, the corporation reserves the right to withhold payment for part supplies till the order is fully executed.
- f) Bills for non-contract items should be submitted separately duly supported by copy of the Corporation's approval for such items, quantity and rates.
- g) Payments of bills will be made after due scrutiny and checking by the Bills Dept. within 120 days from date of submission of bills, complete in all respects.
- h) Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

## 13.0 **TAX CLAUSE AS PER GOODS & SERVICES TAX (GST):**

### 13.1 Registration & GST Rate:

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

### 13.2 Invoice and payment:

- i) The tax invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following:
  - a) SCI GSTIN: as below

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

- b) HSN code or Service Accounting Code for supply of goods or services.
  - c) Name & address of supplier
  - d) GSTIN of Supplier
  - e) Consecutive Serial number & date of issue
  - f) Description of goods or services
  - g) Total value of supply
  - h) Taxable value of supply
  - i) Tax rate- Central Tax & State Tax or Integrated tax, Cess
  - j) Amount of Tax charged
  - k) Place of Supply
  - l) Address of delivery if different from place of supply
  - m) Signature of authorized signatory
- ii) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:
    - a) Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
    - b) Discharging the GST tax liability to the Government.
    - c) Submission of Tax Invoice to CORPORATION.
    - d) Availment of Input Tax Credit by CORPORATION.

### 13.3 Input Tax Credit:

- i) In case GST credit is delayed/ denied to Corporation, due to non/ delayed receipt of goods and/ or services and/ or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from vendor along with interest & penalty levied/ leviable.
- ii) In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/ contractor along with interest & penalty levied/ leviable on CORPORATION.
- iii) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/ service, then CORPORATION will not be able to avail the

tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

- iv) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

#### **13.4 Penalty for Non-compliance of GST Act:**

- i) Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

#### **13.5 Other Provisions:**

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

#### **14.0 RISK PURCHASE CLAUSE**

If at any time during the currency of the contract it is observed by the Corporation that,

- (a) supplies/services are not arranged/provided in time or short supplies have been effected,  
**and/ or**
- (b) the contractor's services are found unsatisfactory,  
**and/ or**
- (c) supplies do not conform to the quality/ specifications indicated in the contract / Purchase order,  
**and/ or**
- (d) the quality / utility of the items supplied is found to deteriorate abnormally,

Then in that event the Corporation will be at liberty to obtain the material covered under this contract from alternative source (s) at tenderer (s)'s risk and cost including invoking / resorting to apply any other clause of this tender document.

#### **15.0 PENALTY CLAUSE**

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

##### **15.1 Involved in wrongful billing**

- (i) To issue a warning letter for first contravention and recover the excess amount billed.
- (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount. Further, the

Corporation reserves the right to initiate action against the Successful tenderer as per banning policy and guidelines of the Corporation.

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

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, a monetary penalty of minimum Rs. 25,000/- (Rupees Twenty Five Thousand only) or 5% of the value of items ordered but not supplied, whichever is higher shall be imposed. Credit note to be provided for the penalty amount. Alternatively this amount will be deducted from bills payable to the contractor and/or security deposit and performance guarantee submitted by him.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and/or Performance Guarantee would be forfeited. Further, Corporation reserves the right to initiate action against the Successful tenderer as per banning policy and guidelines of the Corporation.

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

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

**17.0 TERMINATION CLAUSE**

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

- (a) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or the contractor, being a company, is ordered to be wound up by a Competent Court.
- (b) Tenderer commits any material breach of the terms of this contract/tender or any other contract with the Corporation.
- (c) If any charge sheet is filed by a competent authority of the Government against the Tenderer or company, or the Tenderer is convicted by a criminal court on grounds of moral turpitude.
- (d) The tenderer is involved in wrongful billing. In addition wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines.
- (e) In the event unsatisfactory service or failure on the part of the tenderer, at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, Corporation has the right to forthwith terminate the contract.

- (f) Corporation is entitled to terminate the contract for not adhering to the provisions of the Integrity Pact.
- (g) Information submitted in Technical Offer found false/incorrect during the period of the contract including extension period or any alteration made in the tender document found during the period of contract including extension period.

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

- 18.0 It is clearly understood by the tenderer that if a charge sheet is filed by any competent authority of the Government against the tenderer, 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.
- 19.0 If there is a change in the constitution of the tenderer's firm / company arising out of:
  - I. merging with some other company or
  - II. collaboration with some other company or
  - III. for any other reason

Or, if any changes take place in the proprietorship or partnership of the tenderer's firm, the Corporation should be intimated immediately of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario.

Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein. The change will be subject to SCI management approval, after examining the legal / contractual aspects and all papers / documents that the tenderer may be required to produce in that connection.

20.0 **EXIT CLAUSE**

The Corporation at its sole discretion can terminate the contract without assigning any reason whatsoever by giving 30 days' notice to the contractor.

21.0 **BID SECURITY (EARNEST MONEY DEPOSIT (EMD)) DECLARATION**

MSE vendor if seeking waiver of EMD need to submit Bid Security (Earnest Money Deposit (EMD)) Declaration in the prescribed format (attached Part I (G)) to participate in this tender.

22.0 **SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- 22.1 The successful Tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the Contract value of the contract in the form of Demand draft or Bank Guarantee, of any Scheduled Bank which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- 22.2 Performance Guarantee of any Scheduled Bank of equal amount as of Security Deposit is to be paid by the successful Tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past. Performance Security may be paid / submitted in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank

- guarantee (including e-BG) issued/ confirmed from any of the commercial bank in India or online payments in an acceptable form.
- 22.3 In case of termination of the contract for any reason as per **Clause No. 17**, the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the tenderer (s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- 22.4 In the event the tenderer(s) gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/or Performance Guarantee shall stand forfeited.
- 22.5 No interest shall be payable on the Security Deposit and Performance Guarantee.
- 22.6 The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and/or Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
- 22.7 The Security Deposit and / or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- 22.8 If the Corporation has terminated the contract (or) if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

23.0 **VALIDITY**

- 23.1 The rates given in Tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/acceptance of the Tender takes more than six months, the Tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the contract finalization.
- 23.2 In case the party increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

24.0 **SECURITY CLAUSE**

- 24.1 While evaluating tenders regard would be paid to national defense and security consideration.
- 24.2 The tenderer will be responsible to the Corporation for ensuring that men, material and stores being placed by them on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by the Corporation. Any penalty or action taken by the port/statutory authority will be dealt by the contractor and the Corporation will not be held responsible.

25.0 **ISPS CLAUSE**

A declaration to be produced by the firm that police verification has been carried out for the persons employed by them who are engaged in connection with ship related activities.

Person from such firm visiting ships shall carry a photo identity card issued by the firm and shall reveal his identity to ship staff when demanded.

Stores, equipment and material being carried on board by the firm shall be subject to checks by the ship before allowed on board.

The firms shall abide by / comply with all Port Regulations / custom formalities / octroi formalities / police verification for the person deployed etc. for supplying the items on board. Any penalty taken by the authority will be dealt by the tenderer and Corporation will not be held responsible.

26.0 It is expressly understood and agreed by and between the tenderer and the Corporation that the Corporation will be entering into an agreement in respect to the tendered supply with the successful tenderer 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 tender / contract to be finalized 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 Tenderer 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 tender/contract to be finalized. Accordingly, the tenderer 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 tender/contract to be finalized and covenants not to sue the Government of India as to any manner, claim, cause of action or things whatsoever arising of or under this tender/contract to be finalized.

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

28.0 The tenderer shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the tenderer.

29.0 **LABOUR**

The tenderer/s shall be liable to pay the wages and all other payments as may be due to the employees / men / workers engaged by the tenderer/s to deliver the goods onboard as per contract. The tenderer/s shall also indemnify the Corporation for any claims arising out of death / injury or whatsoever, made by such employees / men / workers engaged by the tenderer/s.

30.0 **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.

31.0 **CONCILIATION**



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

The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

- (a) CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- (b) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- (c) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (d) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- (e) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- (f) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (g) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - b. Admissions made by the other party in the course of the OEC proceedings;
  - c. Proposals made by the OEC;

- d. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- (h) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- (i) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (j) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

### 32.0 **ARBITRATION**

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/contract or the validity or breach thereof, shall first be an attempt to mutually settle the same amicably. If however, the said settlement being not possible, even though conciliation, shall thereafter be referred to a Sole Arbitrator, to be appointed/nominated by the Corporation

The venue of the said Arbitration shall be at Mumbai. And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

### 33.0 **JURISDICTION**

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

### **DECLARATION**

We the undersigned have perused the above mentioned Terms and Conditions and we agree to abide by them.

We further state that we have quoted rates in Part-II of this tender keeping in mind the above mentioned terms and conditions.

Place :

(Signature of the Tenderer

Date :

with Rubber Stamp of the Firm)

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**PART-I (TECHNICAL OFFER)**

**SECTION - I (D)**

**FORMS OF PARTICULARS**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEBD)**

**on board vessels**

**Calling at Indian Ports**

**TECHNICAL  
OFFER**

**PART - I (D)**

Sr.	Description		Particulars
1.0	Name of the tenderer and full postal address	:	
1.1	Telephone Number (Office)	:	
	Telephone Number (Residence)	:	
	Mobile Number	:	
1.2	E-Mail Address	:	
1.3	Fax Number	:	
2.0	Whether proprietary or partnership or limited company. [Tenderer to attach copy of partnership deed / Memorandum & Article of Association and Organizational Chart of the firm / company on separate sheet]	:	
2.1	Year of constitution	:	
3.0	Name of the main Partner/s or name of proprietor in case of Proprietary Concern or name of the Directors in case of Limited company.	:	
4.0	Name / s of other firm /s or Companies in which tenderer has an interest.	:	
5.0	Year and date of establishment of firm.	:	
6.0	Please indicate financial standing: [Attach audited Balance Sheet and Profit & Loss Account of last 3 (three) years]	:	
7.0	Approx. Annual Turnover	:	
8.0	Details of Experience : Names of important Customers to whom tenderer has supplied store items at Indian Ports. [Tenderer to attach proof of experience furnishing copies of challans or invoices duly certified by the vessels]	:	
9.0	Regn No. and date of company's registration under Municipal Shops and Establishment Act as required by applicable act of the country.	:	

	[Tenderer to attach copy of registration certificate]		
10.0	Whether you are Manufacturer, if yes, provide list of items manufactured.	:	
11.0	Whether you are Authorized Dealer of the manufacturer  [Attach documentary evidence from the Manufacturers indicating authorized dealership / agency certificates issued by the manufacturer along with list of items]	:	
12.0	Whether holding Dock Entry Permit. If so, number and date thereof. Also attach copy of the same. If through Agent, please provide Dock Entry Permit of above details for Agent.	:	
13.0	Tenderer to confirm that they are acquainted with Customs / Port Trust formalities and prepared to deliver stores on F.O.B. basis.	:	
14.0	<p>Please State:</p> <p>Whether arrangements for supply on FOB basis at all Indian Ports including all customs/ Port formalities will be done by the tenderer Or through agents.</p> <p>If supplies are to be effected through your Agents /Representatives then furnish Name, Address, Tel. No., Fax No., e-mail, cell No. etc. of Agents (Attach documentary evidence indicating their appointment as agents / MOU, if any)</p> <p>Required details should cover following Ports:</p> <ol style="list-style-type: none"> <li>1.Mumbai (for supply at Mumbai Dock, BFL, Pir Pau etc.), /Butcher Island/IMR Shed ONGC/NhavaSheva</li> <li>2.JNPT</li> <li>3. Gujarat; (for supply at Kandla, Vadinar, Sikka, Okha, Bedi, Porbunder, Jamnagar, Mundra, Pipavav, Dahej, Magdalla, Bhavnagar etc.)</li> <li>4. Kochi, New Mangalore, Goa.</li> <li>5.Chennai, Ennore, Tuticorin, Kattupalli</li> <li>6. Kakinada, Krishnapatnam.</li> </ol>	:	

	7. Kolkata, Haldia, Paradeep, Dhamra 8. Port Blair 9. Vizag, Gangavaram,		
15.0	Whether necessary Import Permission / Import License available [Attach copy of license]	:	
16.0	GST Registration [Tenderer to attach copy of registration certificate]	:	Regn. No.: Date:
17.0	Permanent A/c No. [Tenderer to attach copy of PAN Card]	:	PAN No.:
18.0	Please State MICR No. (attach copy of blank or cancelled cheque)	:	
19.0	Whether holding ship handling license: (If yes, copy of the same be attached.)	:	
20.0	Tenderer to state whether any member of their company has any relation employed in the Corporation. If yes, give full details.	:	
21.0	Whether the tenderer employs in any capacity administrative or advisory, ex-officer of the Corporation, who has retired from the company as VP or higher level in preceding two years as on the bid closing date.	:	
22.0	If the answer is in affirmative to (22.0), the name and designation of that officer in the firm, his designation at the time of retirement from the Corporation and his date of retirement from the Corporation should be furnished.	:	
22.1	Also the role and responsibilities of that officer in the firm especially with regard to the contract for which the bid is made should be clearly spelt out.	:	

22.0	Whether your firm has been disqualified by any Shipping Company at any time in the past for supply of materials or services referred to in the tender. If yes, state reasons	:	
23.0	Whether your firm has been disqualified by the SCI at any time in the past for this particular contract, if yes, state reasons.	:	
24.0	Gem Seller ID	:	

I/We, hereby Certify that my/our firm has not been disqualified by any Office/Department/Undertaking of the Government of India, at any time for supplying stores or services of any description.

PLACE:  
DATE :

**Signature of Proprietor/  
Partner / Director with  
Seal of the Firm.**

**PART-I (TECHNICAL OFFER)**

**SECTION - I (E)**

**TECHNICAL  
OFFER**

**PART – I (E)**

**TECHNICAL DETAILS OF OFFERED PRODUCT**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices**

(EEBD) on board vessels

Calling at Indian Ports

Sr. No.	Material Code	Material Description	Unit	Offered Brand	Manuf – turer's Name	DGS/MMD/ IRS/IACS Certificate of Approval	Valid Till	Attach Docu mentary Evidenc e
1	For items at Sr. No. 1.1 & 1.2 below	<p>CO2 type Fire Extinguisher complete with valve, discharge tube, high pressure discharge hose and horn with initial charge and fixing brackets and mounted on wheels for 6.5 kg and 4.5 kg, both ISI marked for ISI-2878-1986 with amendments no 1 &amp; 2 and IS 15683:2006 respectively.</p> <p>Hydraulic Pressure Test Certificate issued by the manufacturer, serial number should be endorsed and identifiable on the Bottle.</p> <p>(One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied)</p> <p><b>(Approved Type)</b></p>						
1.1	2400000000000000790	4.5 Kg.	SET					
1.2	2400000000000000792	6.5 Kg.	SET					
2	For items at Sr. No. 2.1 & 2.2 below	<p>Dry Chemical powder (DCP) Fire Extinguisher complete with initial charge (Dry Powder+Co2 Cartridge) as per IS-15683:2006 with amendments no. 1 &amp; 2.</p> <p>(One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied)</p> <p><b>(Approved Type)</b></p>						
2.1	2400000000000000801	6 Kg.	PCS					



2.2	2400000000000000 794	9 Kg.	PCS					
3	For items at Sr. No. 3.1, 3.2, 3.3 & 3.4 below	Spare Refills (Dry Powder + CO2 Cartridge) for DCP Fire Extinguisher. The cartridges conforming to IS- 15683:2006.  <b>(Approved Type)</b> <b>(i) POWDER</b>						
3.1	2400000000000000 804	For 6 Kg DCP (Dry Chemical powder) Fire Extinguisher	PCS					
3.2	2400000000000000 811	For 9 Kg DCP (Dry Chemical powder) Fire Extinguisher	PCS					
		<b>(ii) CO2 CARTRIDGE - FOR ALL CAPACITIES</b>						
3.5	2400000000000000 815	For 6 Kg DCP Fire Extinguisher (CO2 of 120 Grams)	PCS					
3.6	2400000000000000 795	For 9 Kg DCP Fire Extinguisher (CO2 of 120 Grams)	PCS					
4	For items at Sr. No. 4.1, 4.2, 4.3, 4.4, 4.5 & 4.6 below	Mechanical Foam Portable Fire Extinguisher (MFFE) - AB type Conforming to IS-15683 for 9Ltr and IS 13386 for 50Ltr complete with initial charges.  (One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied)  <b>(Approved Type)</b>						
4.1	2400000000000000 806	9 Ltrs.	PCS					
4.2	2400000000000000 797	45 Ltrs.	PCS					
		<b>SPARE REFILLS</b>						
4.3	2400000000000000 829	Spare refill for 9 Ltrs. MFFE AB TYPE 60 grams CO2 Cartridge	PCS					
4.4	2400000000000000 862	Spare refill for 9 Ltrs MFFE AB TYPE ½ Litre Foam	PCS					
4.5	2400000000000000 860	Spare refills for 45 Ltrs MFFE 300 grams CO2 Cartridge	PCS					
4.6	2400000000000000 809	Spare refills for 45 Ltrs MFFE 3 Litre Foam	PCS					
5	2400000000000000 822	CO2 Water Type Fire Extinguisher 9 Ltr capacity AB type.  (One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied)  <b>(Approved Type)</b>	PCS					
6	2400000000000000 831	Spare Refills for CO2 Water Type Fire Extinguisher 9 Ltr. Capacity AB type <b>(Approved type)</b>	PCS					



18	2400000000000000 874	Laminated Instruction Card for various type of Fire Extinguishers	PCS						
19	2400000000000000 882	Refilling of 9 Ltr.(Fire Extinguisher) Water CO2 cartridge weight 60 Grams	PCS						
20	2400000000000000 883	Refilling of 9 Ltr.(Fire Extinguisher) Foam Cartridge weight 120 Grams	PCS						
21	2400000000000000 884	Refilling of 9 Kg.(DCP Fire Extinguisher) CO2 Cartridge weight 180 Grams	PCS						
22	2400000000000000 885	Refilling of 6.5 Kg. CO2 Fire Extinguisher	PCS						
23	2400000000000000 875	Emergency Escape Breathing Device (EEBD) and accessories must be as per SOLAS requirements and in confirmation with latest IMO amendments. (Complete set). <b>EEBD 15 minutes duration.</b>  <b>(Approved Type)</b>	PCS						
24	2400000000000000 886	Charging Adaptor for EEBD	PCS						
25	2400000000000001 130	Spare Hood / Face Mask for EEBD	PCS						

**PART-I (TECHNICAL OFFER)**

**SECTION - I (F)**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEBD)  
on board vessels  
Calling at Indian Ports**

**INTEGRITY PACT**

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 cartelization 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 payment 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. 41to 49.**

#### **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. It is to be ensured that all sub-contractors also sign the IP. 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

for the Bidder / Contractor

(Official Seal)

(Official Seal)

Signature: .....

Witness 1: .....

(Signature and Name & Address)

Date: .....

Witness 2: .....

(Signature and Name & Address)



**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices  
(EEBD) on board vessels  
Calling at Indian Ports**

**BANNING GUIDELINES DOCUMENT**

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

**1.0 Introduction.**

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

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

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

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

**2.0 Scope:**

- 2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.
- 2.2 The guiding principles and processes for
- (i) Removal of an Entity from the list of approved suppliers / contractors
  - (ii) Suspension and
  - (iii) Banning of an Entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- 2.4 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.
- 3.0 **Definitions:**

In these Guidelines, unless the context otherwise requires: -

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

and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

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

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

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

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

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

- 4.1 If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices, formation of cartel with other entities with a view to artificially hike the prices.

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

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

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

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

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

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

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

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

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

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

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

- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.
- 6.9. Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the “Entity”.
- 7.0 **Banning of Business Dealings:**
- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings as referred in Clause 5 above. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
  - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
  - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
  - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.

**8.0 Show-cause Notice:**

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

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

8.3 If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.

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

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

8.5 The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.

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

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

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

**10.0 Appeals against the Decision of the Competent Authority:**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**14.0 Revocation:**

Suspension/ Removal of 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**

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**PART - I (TECHNICAL OFFER)**

**TECHNICAL  
OFFER**

**PART - I (H)**

**SECTION - I (H)**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEBD) on board vessels Calling at Indian Ports**

**BID SECURITY DECLARATION (Only for MSE vendor if eligible for waiver of EMD)**

We the below mentioned tenderer for the (captioned tender) / “**Gem Tender for Supply Fire Fighting Equipment's (FFE) and Emergency Escape Breathing Devices (EEBD) ” at Indian Ports** hereby certify that we have read and understood all terms and conditions (both Part I and Part II) of the tender and hereby agree and accept them unequivocally, including corrigendum/addendum issued, if any.

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

**Place:  
Date:**

**Signature of the tenderer  
with rubber stamp of the company**

**PART - I (TECHNICAL OFFER)**

**SECTION - I (I)**

**TECHNICAL  
OFFER**

**PART - I (I)**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices (EEBD) on board vessels Calling at Indian Ports**

**List of documents to be attached**

<b>Sr. No.</b>	<b>Documents required</b>	<b>Check list</b>
1	Tender Fee for the amount specified in the tender	
2	Copy of Partnership Deed or Memorandum and Article of Association of the Company, as the case may be.	
3	Organizational Chart of the firm / company	
4	Copy of Audited Balance Sheet and Profit & Loss Account for last three years (i.e. FY 2021-22, FY 2022-23 and FY 2023-24)	
5	Documentary evidence to substantiate your experience, in supplying tendered items on FOB basis as mentioned in the tender to vessels at tendered Zone(s)/ Port(s).	
6	Copy of Municipal registration certificate under Shops & Establishment Act	
7	Original Banker's certificate regarding the financial status of your firm / company and credit facility availed by you	
8	Copy of GST / Sales Tax / VAT / Central Tax registration certificates, as applicable	
9	Copy of Dock Entry permit	
10	Copy of PAN (Permanent Account No.) Card	
11	Letter of Authorization from Manufacturer in case tenderer is Agent / Dealer / Distributor	
12	Relevant Type approvals / certificates in respect of offered products.	
13	Certificate with valid IEC (importer-Exporter Code) Number, if applicable.	
14	Policy and Guidelines for Removal / Suspension / Banning of Entities signed by same signatory who signs the bid document	
15	Proof of submission of Earnest Money Deposit (EMD)	

**PART - I (TECHNICAL OFFER)**

**SECTION - I (I)**

**TECHNICAL  
OFFER  
PART - I (J)**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices  
(EEBD) on board vessels Calling at Indian Ports**

**"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 per cent 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 per cent 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 per cent 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 per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### UNDERTAKING

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

**Place:**

**Signature of the Bidder**

**Date:**

**with rubber stamp of the Company**

Enclosures:

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

**PART - I (TECHNICAL OFFER)**

**SECTION - I (K)**

**TECHNICAL  
OFFER**

**PART - I (K)**

**GEM TENDER FOR SUPPLY OF Fire Fighting Equipment's (FFE) & Emergency Escape Breathing Devices  
(EEBD) on board vessels Calling at Indian Ports**

**Bank Guarantee in lieu of Earnest Money Deposit for Tender**

To,

Sir,

WHEREAS \_\_\_\_\_ a company within the meaning of the Companies Act, 1956 a Partnership firm having its registered office at \_\_\_\_\_ (hereinafter called "the Bidder") have in response to your Tender Notice dated \_\_\_\_\_ offered execute the work as contained in Bidder's letter No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the Bidder is required to furnish to you, Shipping corporation of India Ltd, (SCI) a Bank Guarantee for the sum of Rs. \_\_\_\_\_ as Earnest Money against the Bidder's offer as aforesaid;

AND WHEREAS we \_\_\_\_\_ (BANK) \_ have, at the request of the Bidder, agreed to give you this guarantee as hereinabove contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Bidder shall remain open for acceptance by you (SCI) during the period of validity as mentioned in the tender or any extension thereof and if the Bidder shall for any reason shall fail to perform or withdraw his offer, whether expressly or impliedly, from the said tender during the period of its validity or any extension thereof, We hereby guarantee to you the payment of the sum of Rs. \_\_\_\_\_ on demand, notwithstanding the existence of any dispute between SCI and the bidder in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to negotiate further with Bidder 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 Bidder.

- (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 Bidder.
- (c) That any sums of money settled between SCI and the Bidder shall be conclusive evidence of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till the Bidder, 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.
- (e) That the expressions "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully,

**PART-I (TECHNICAL OFFER)**

**TECHNICAL  
OFFER  
PART – I (L)**

**SECTION - I (L)**

Gem tender for supply of Fire Fighting Equipment's (FFE) & Emergency  
Escape Breathing Devices (EEBD) onboard vessels Calling at Indian Ports

**ESTIMATED 2years Lifting REQUIREMENT**

Sr. No	Material Code	Material Description	Unit	MUM	Other Ports of Mumbai	JNP T	Goa/Lav gan	New Managalore	Cochin	Gujarat	Chennai/Ennore /Kattupalli	Kakinada /Kris hna patnam/ Tuticorin	Kolkata/Budge - Budge	Hal dia	Paradip/SBM Dharmra	Vizag/Gangavaram	Port Blair	Total	
1	For items at Sr. No. 1.1 & 1.2 below	CO2 type Fire Extinguisher complete with valve, discharge tube, high pressure discharge hose and horn with initial charge and fixing brackets and mounted on wheels for 6.5 kg and 4.5 kg, both ISI marked for ISI-2878-1986 with amendments no 1 & 2 and IS 15683:2006 respectively.  Hydraulic Pressure Test Certificate issued by the manufacturer, serial number should be endorsed and identifiable on the Bottle.																	



		(One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied) <b>(Approved Type)</b>																
1.1	2400 0000 0000 0007 90	4.5 Kg.	SE T	2 4	10			8	4	0	4	2	6		2	0	12	72
1.2	2400 0000 0000 0007 92	6.5 Kg.	SE T	6	10			4	4	4	6	2	24	4		8	8	80
2	For item s at Sr. No. 2.1 & 2.2 below	Dry Chemical powder (DCP) Fire Extinguisher complete with initial charge (Dry Powder+Co2 Cartridge) as per IS-15683:2006 with amendments no. 1 & 2.  (One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied) <b>(Approved Type)</b>																
2.1	2400 0000 0000 0008 01	6 Kg.	PC S	3 6	16			8	6	0	12	4	24	16		12	10	144
2.2	2400 0000 0000 0007 94	9 Kg.	PC S	1 0	6				4	12	4	4		4		4		48

3	For items at Sr. No. 3.1, 3.2, 3.3 & 3.4 below	Spare Refills (Dry Powder + CO2 Cartridge) for DCP Fire Extinguisher. The cartridges conforming to IS-15683:2006. (Approved Type)																	
		<b>(i) POWDER</b>																	
3.1	2400000000000804	For 6 Kg DCP (Dry Chemical powder) Fire Extinguisher	PC S	140	60	80	40	20	14	60	60	20	120	40	20	20	40	734	
3.2	24000000000811	For 9 Kg DCP (Dry Chemical powder) Fire Extinguisher	PC S	20	12	20	14	4	10	0	4	4			4	8	100		
		<b>(ii) CO2 CARTRIDGE - FOR ALL CAPACITIES</b>																	
3.5	24000000000815	For 6 Kg DCP Fire Extinguisher (CO2 of 120 Grams)	PC S	50	14	20	12	8	96	0	12	6	24	4	4	4	12	266	
3.6	2400000000795	For 9 Kg DCP Fire Extinguisher (CO2 of 120 Grams)	PC S	4	4	6	4	86	4	8	4	6			4	6	136		
4	For items at Sr. No. 4.1, 4.2, 4.3, 4.4, 4.5 & 4.6 below	Mechanical Foam Portable Fire Extinguisher (MFFE) - AB type Conforming to IS-15683 for 9Ltr and IS 13386 for 45Ltr complete with initial charges. (One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be																	

		supplied) <b>(Approved Type)</b>																
4.1	2400 0000 0000 0008 06	9 Ltrs.	PC S	5 4	16	8	76	8	88	10	6	6	4	12	8	296		
4.2	2400 0000 0000 0007 97	45 Ltrs.	PC S	1 2	4					8		4	4	4	4	40		
		<b>SPARE REFILLS</b>																
4.3	2400 0000 0000 0008 29	Spare refill for 9 ltrs. MFEE AB TYPE 60 grams CO2 Cartridge	PC S	1 2 8	20	50	16	64	468	90	20	30	20	140	40	16	110 2	
4.4	2400 0000 0000 0008 62	Spare refill for 9 Ltrs MFEE AB TYPE ½ Litre Foam	PC S	1 0 0	24	100	10	80	134	90	300	48	100	280	98	122	148 6	
4.5	2400 0000 0000 0008 60	Spare refills for 45 Ltrs MFEE 300 grams CO2 Catridge	PC S	8	4	4	2	16	0	8	4	4	4	4	0	4	58	
4.6	2400 0000 0000 0008 09	Spare refills for 45 Ltrs MFEE 3 Litre Foam	PC S	1 8	6		4		10	4	10	4	6	2	0	8	72	
5	2400 0000 0000 0008 22	CO2 Water Type Fire Extinguisher 9 Ltr capacity AB type.  (One Self Adhesive Instruction sticker for extinguisher bottle and Laminated Operating Instruction Card must be supplied)  <b>(Approved Type)</b>	PC S	4 0	14		4		26	0	12	4	6	2	8	8	124	
6	2400 0000 0000	Spare Refills for CO2 Water Type	PC S	2 0	16				16	0	12							

	0008 31	Fire Extinguisher 9 Ltr. Capacity AB type <b>(Approved type)</b>									6	10			6	14	100	
7	2400 0000 0000 0008 17	3% Protein Foam in 20 litres can with Foam Compound 3% UNIMIN P. PROTEIN. Specification: Specific gravity at 15 Degrees centigrade, 1.16-1.20 Expansion Ratio: Minimum at 20 Degrees centigrade, 7 - 8.5. <b>(Approved Type)</b> with Chemical Analysis Certificate	LT R.	2 0 0	320		42		240	0	20		164	160	42	200	138 8	
8	2400 0000 0000 0008 33	3% Floro protein Foam - IS 4989 Part III, <b>(Approved Type)</b>	LT R.	2 5 0	70		20	20		20	230	50	50	20	20	50	800	
9	2400 0000 0000 0008 24	AFFF (Aqueous Film Forming Foam) in 20 liter can. (Synthetic Foam) Concentration-3% <b>(Approved Type)</b> with Chemical Analysis Certificate	LT R.	1 5 2 0	280		100		280	160	900	100	140	400	300	80	1044	530 4
10	2400 0000 0000 0008 81	Portable Foam Applicator Unit consisting of (i) Flat Fire Hose 7.5 Mtrs with couplings - 1 set. (ii) 20 Ltr knap sack	PC S	2	2					4	4		4			4		20

		tank for foam with straps for taking on shoulders - 2 Nos. (iii) FB 5X Foam Applicator Nozzle - 1 set. (iv) 20 Ltrs Foam compound /AFFF (Carbouy) - 2 Nos. <b>(Approved Type)</b>																
11	2400 0000 0000 0008 80	Fire Blankets (Size 62"x 82")	PC S	4 2	6		4	2	10	10	8	2	10	2	10	6	10	122
12	2400 0000 0000 0008 18	Spare Rubber Hose with Nozzle for 9 Ltrs Mechanical Foam Type of Fire Extinguishers	PC S	2 0	130		4	80	6	40	24		10	4	62	12	392	
13	2400 0000 0000 0008 27	Spare Rubber Hose with Horn for 4.5 Kg. CO2 Fire Extinguishers	PC S	8	12		8	30		32	44		4		12	12	162	
14	For items at Sr. No. 14.1 & 14.2 below	<b>Caps for following Fire Extinguishers</b>																
14.1	2400 0000 0000 0008 40	9 Ltrs Mechanical Foam Type	PC S	4	4					0	10		4			10	32	
14.2	2400 0000 0000 0008 43	6 Kg. DCP Type	PC S	4	4					0	20		4				32	
15	For items at Sr. No. 15.1, 15.2	<b>Caps washers with bracket for following Fire Extinguishers</b>																

	& 15.3 below																		
15.1	2400 0000 0000 0008 51	9 Ltrs CO2 Water Type	PC S	8			8			8	8		8				8	48	
15.2	2400 0000 0000 0008 52	9 Ltrs Mechanical Foam Type	PC S	4	4		8			8		8				8	8	48	
15.3	2400 0000 0000 0008 48	6 Kg. DCP Type	PC S	4	4				8	0	8		8			8	8	48	
16	2400 0000 0000 0008 72	Trolley (Wheel) for 45 Ltrs Mechanical Foam Fire Extinguishers	PC S	2	0					0	2			2			0	4	10
17	2400 0000 0000 0008 55	Self-Adhesive Instructions for Extinguisher Bottles (for various types & various capacity)	PC S	4						20	4		18			24		70	
18	240 000 000 000 000 874	Laminated Instruction Card for various type of Fire Extinguisher s	PC S	4 0	140					0	8		8			8	8	212	
19	240 000 000 000 000 882	Refilling of 9 Ltr.(Fire Extinguisher ) Water CO2 cartridge weight 60 Grams	PC S	1 0 0	20		60		10	60	50	100	30	40		30	50	50	600
20	240 000 000 000 000 883	Refilling of 9 Ltr.(Fire Extinguisher ) Foam Cartridge weight 120 Grams	PC S	1 8 0	60		60	30		80	0	30		40	20	30	50	20	600
21	240 000 000 000 000 884	Refilling of 9 Kg.(DCP Fire Extinguisher ) CO2 Cartridge weight 180 Grams	PC S	2 0			4	6		8		56		4		6	6	10	120
22	240 000 000 000	Refilling of 6.5 Kg. CO2 Fire Extinguisher	PC S	5 0	10				10		10		10			10		100	

	000 885																	
<b>23</b>	240 000 000 000 000 875	Emergency Escape Breathing Device (EEBD) and accessories must be as per SOLAS requirement s and in confirmation with latest IMO amendment s. (Complete set). <b>EEBD 15 minutes duration.</b>  <b>(Approved Type)</b>	PC S	2 4	8		16	8	14	18	28		16	10	14	6	36	198
<b>24</b>	240 000 000 000 000 886	Charging Adaptor for EEBD	PC S	6	6		2		4		2				2	2		24
<b>25</b>	240 000 000 000 001 130	Spare Hood / Face Mask for EEBD	PC S	8	4			10	2	14	4			6		20	16	84

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