



**The Shipping Corporation of India Ltd.**  
**Technical & Off-Shore Division**

TENDER REF. NO.:	SCI/ T&OS/SCI OSV/ CRANE SUPPLY & INSTALLATION/ 10 T (RFx No. - 9000048679)
TENDER TITLE:	E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING & CERTIFICATION FOR 1 NO. NEW 10T(SWL) @ 13-15M MARINE DECK CRANE ON SCI MUKTA
PLACE OF WORK TO BE PERFORMED	ON BOARD SCI MUKTA (80T BP AHT) AT ECI (VIZAG)
DUE DATE & TIME	<b><u>15/04/2025 @ 17:00 HOURS (IST)</u></b>
TENDER FEE	INR 2500/- (INR Two Thousand Five Hundred Only) + GST.
EARNEST MONEY DEPOSIT (EMD)	INR 12,00,000/- (INR Twelve Lakhs only).

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**PART - I**

**SECTION – I**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T(SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

**GENERAL INFORMATION**

- (1.0) The Shipping Corporation of India Ltd (SCI) invites bids from empanelled yards/ reputed competent empanelled workshops/ OEM/ OEM representatives FROM INDIA for carrying out following work scope on one of our OSV (SCI Mukta, a 2012 built, 80T BP AHT) at ECI (Vizag).**

Supply of 1 No. brand New Pedestal mounted electro-hydraulic crane of 10T capacity with working radius of Max 13-15 m and the boom length in full after retraction of crane should not be more than 10 meters. The crane shall be suitable for operating in Sea state 4 conditions and at 10M outreach.

The Deck crane shall be procured, installed, commissioned and tested by the bidder as per the IRS Class requirements & OEM recommendations. The Bidder shall arrange OEM/ OEM authorized representative during Installation, commissioning & testing of Deck Crane.

All required Steel work including structural fabrication of crane foundation, strengthening of under deck structure in way of deck crane, hydraulics and electrical works, including modification to be carried out by the bidder.

All safety measures including fire protection, hot work permits from the statutory authorities to be arranged by the bidder prior commencement of the jobs.

Proper care must be ensured for no structural damage and any other damage to the vessel/vessel's equipment while carrying out above jobs.

Above mentioned jobs have to be carried out by the bidder/tenderer under supervision of the IRS class (refer technical specifications for details).

- (2.0) TENDER FEES**

The detailed tender documents are available in the SCI website ([www.shipindia .com](http://www.shipindia.com)), the CPP Portal (Government website) <http://eprocure.gov.in/epublish/app> and SCI's e-procurement portal <https://etender.sci.co.in/irj/portal> which can be downloaded by the prospective bidders.

The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online (they will receive system generated user id and password for log-in to the e-tender portal). Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.

Tender fees in the form of electronic remittance of **INR 2500/- (INR two Thousand Five Hundred Only) + GST (18%)** to the Corporation's Bank Account (details mentioned at **clause 6.0 of section III**) should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

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

- (3.0) Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES**” in respect of items indicated in the tender form excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.
- (a) **DUE DATE:** Tenderers to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 15/04/2025** Tenderers to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.
- (b) Only online e-tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD in the form of should be deposited through electronic remittance to the Shipping Corporation's Bank Account (details mentioned at **clause 6.0 of section III**) towards Tender Fees and EMD. Copy of Bank Swift / UTR No. payment should be uploaded with Technical Offer only.

#### **(4.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER**

The Tender response/bids for subject tender (**RFx: 9000048679**) has to be uploaded in two parts:

Part I (Technical Offer) is available as in Technical RFx > Folder > Public > Technical Docs.–

The Tender Forms are issued in two parts:

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

**SECTION – I: GENERAL INFORMATION**

**SECTION – II: ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)**

**SECTION – III: GENERAL TERMS AND CONDITIONS**

**SECTION – IV: FORM OF PARTICULARS**

**SECTION – V: SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

**SECTION – VI: DUTIES & RESPONSIBILITIES**

**SECTION – VII: BANK GUARANTEE FORMAT**

**SECTION – VIII: LIST OF DOCUMENTS TO BE ATTACHED**

**SECTION – IX: INTEGRITY PACT**

**SECTION – X: BIDDING GUIDELINES**

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

**PRICE OFFER FOR SUBMISSION OF QUOTATION**

Price Bid (Part II) for submission of Quotation (Available in “Notes & Attachments” Tab in form of excel Sheet).

(4.1) **Tenderers should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages are indicated in the covering letter.**

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

(4.2) Tenderers are required to download “Technical Offer” (consisting of part –I (SECTION I, II, III, IV, IX and X) and the “Price Offer” consisting of Part II and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each pages and then scan the file for upload. Technical offer and all required attachments are required to be uploaded in ‘Technical RFX’ of tender.

The quotations are required to be filled in Price Offer (Part-II) in the designated cells. The completely filled in price offer is required to be uploaded in ‘Notes and Attachments’ Tab of the Tender RFX.

**It MUST BE ensured that Price Offer is not uploaded in ‘Technical RFX of the tender’.**

Once the technical offer is filled in, stamped and signed, documents pertaining to the tender are scanned and kept ready for upload and quotations are filled in Price offer files, the vendor may upload the above files and attachments in the requisite places. Kindly ensure to keep your complete tender documents and attachments ready for upload along with login id and password. All the documents and attachments will need to be digitally signed while uploading. It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.

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

Create RFX Response > Technical RFX response >

- 1) Index - (upload cover letter, if any)
- 2) Tender Docs - (Technical Offer)
- 3) Certificates - (All other documents, certificates, authorization letters as mentioned in the tender)
- 4) EMD - (copy of Bank Swift / UTR No. payment)
- 5) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)
- 6) Others-additional Information
  - a. Company Profile

Once the Technical Offer (Part - I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature procured from the licensed CA only. The bidder can scan the Technical Offer (Part - I) and all other documents as single file

or separate individual files, in which case each individual scanned file should be digitally signed before uploading. The digitally signed (.sig) files may then be uploaded at respective folders as mentioned above. **Due date 15/04/2025 (1700 Hrs).**  
**File size not to exceed 45 MB.**

**Price Offer (Part –II) should be uploaded in system only. The same should be uploaded with Technical Offer ‘Notes and Attachments’ Tab.**

(4.3) Tender documents downloaded from <https://etender.sci.co.in>, shall be downloaded and submitted in TOTAL and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderers and if found out (be it at any stage of the tender process and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderers will be debarred from participating in future tenders of the Corporation.

**Additional Documents to be submitted along with Technical Bid:**

The following additional document needs to be enclosed along with the relevant attachments mentioned in Section-IV (Form of Particulars) of the tender.

- Company Profile

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

**(5.0) ASSESSMENT OF TENDER**

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

Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of “Integrity pact” by the tenderer.

**(6.0)** Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all / any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.

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

**(8.0) INTEGRITY PACT AND BANNING GUIDELINES:**

The bidder shall submit the tender along with the “Integrity Pact” and Banning Guidelines, issued along with the tender document (Part I (IX & X), duly signed on all pages and details filled in properly. 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 bidder 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.

**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:

- i) Shri Deepak Chaturvedi (E mail: [chaturvedideep@rediffmail.com](mailto:chaturvedideep@rediffmail.com))
- ii) Shri Mukesh Mittal (E mail: [mumittal@hotmail.com](mailto:mumittal@hotmail.com))
- iii) Shri Ashwani Kumar (E mail: [ashwani.ashwani282@gmail.com](mailto:ashwani.ashwani282@gmail.com))

**(9.0) Pre-Bid Meeting:** Pre-bid meeting will be held upon request from prospective bidder with pre-bid queries tentatively on date **02.04.2025 at 1400** hrs LT at Mumbai SCI head office at fifth floor, all bidders are advised to submit their queries in relation to the tender document at least three working days before the scheduled date of pre-bid meeting so as to analyze the queries for discussion/clarification during pre-bid meeting. However bidders may also raise their queries during the pre-bid meeting.

**(10.0) Designation and contact details of persons for this tender are:**

General Manager (Off-shore Technical Department),  
The Shipping Corporation of India Ltd.  
“Shipping House”, 5<sup>th</sup> Floor, Technical & Off-Shore Services Division,  
245, Madame Cama Road, Mumbai - 400 021. INDIA.

**Tel. No. : 0091 22 2277-2175/ 22772170/ 2277-2186/ 2277-2546/ 2277-2201**

**E-Mail: [ls.prasad@sci.co.in](mailto:ls.prasad@sci.co.in), [chandraket.rai@sci.co.in](mailto:chandraket.rai@sci.co.in), [tv.s.jagdeep@sci.co.in](mailto:tv.s.jagdeep@sci.co.in), [v.shukla@sci.co.in](mailto:v.shukla@sci.co.in),**

**PART – I**

**SECTION – II**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

**ESSENTIAL CONDITION –ELIGIBILITY CRITERIA**

- (1.0) The tenderer should have **relevant experience** in Commissioning Cranes, design modification and Certification of Cranes on board vessels during last 5 Years.

The tenderer to substantiate their experience by furnishing details of the activities of Cranes fitted during last five years (year-wise) indicating details of the OEM (Crane), modifications undertaken, Class Survey and Final Survey Report.

- (2.0) Tenderer must have OEM letters (for 10T Crane), Technical support for design modifications/deck strengthening (Crane fitment) & Stability assessment (Class approved designers) to undertake the defined scope of work. Copies of such documents must be attached along with tender documents.

- (3.0) Tenderer's Company must be registered as per Government of India guidelines and must be in possession of latest certificates/ permissions/ Approvals.

- (4.0) **ANNUAL TURNOVER CLAUSE:**

Tenderers must have an average annual financial turnover of INR 1,50,00,000/- only (Rupees One Crore Fifty Lakhs Only) during last three years ending 31<sup>st</sup> March of previous financial year.

- (5.0) Party should have positive net worth in last 3 years.

**All relevant documents and certificates must be enclosed with technical bid.**

**PART - I**

**SECTION – III**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

**GENERAL TERMS AND CONDITIONS**

- (1.0) The e-tender should be uploaded before submission date mentioned in the portal, i.e., not later than **1700 hours (IST) on 15/04/2025.**

Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online (<https://etender.sci.co.in>) and Govt. website <http://eprocure.gov.in/epublish/app>.

Only online tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD must be deposited by electronic clearance before the due date and time as per the tender notice in the portal.

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

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

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

- (3.0) **PERIOD OF CONTRACT**

The period of contract arrangement shall be for a period till all the assigned jobs as per our tender, viz., procurement of crane, placing crane on board, deck strengthening, design modifications, stability assessment including Class Approval and Owners (SCI) approval, Commissioning & trials and final certification have been completed to the satisfaction of IRS Class and SCI and vessel is ready in all respects for using 10Tcrane.

- (4.0) **RATES**

The Rates quoted / negotiated & agreed by the tenderer shall remain firm during the tenure of the contract and **NO ESCALATIONS** whatsoever.

The Rates quoted shall be "**ALL INCLUSIVE BUT EXCLUDING OF GST**" and would mean and shall include:

- 4.1 All charges such as port dues/ fees, license fee, water conveyance charges, all costs covering wages and allowances including overtime, during weekdays as well as Saturday/ Sundays and Public/ Port Holidays (as applicable), all surcharges, towage whether in dock or at anchorage, all detentions to the launch/ barges, all fringe benefits of required labour, clerical and supervisory staff needed for survey/ supervisory work.



Rates also include outstation allowance, launch hire charges, conveyance charges, stream allowances, out port allowances, etc.

- 4.2 Charges for waiting of labour and supervisory staff for whatsoever reasons, waiting due to rough weather, rain, strike or lockout and also due to any cause whatsoever.
- 4.3 Charges in respect of Workmen's Compensation and Common Law liabilities payable by the Contractor towards injury, death etc., caused to labour and supervisory staff etc., employed by the Contractor, including of those employed / hired by them.
- 4.4 Expenses incurred by Contractor in preparation of work done certificates, invoices or any other documents and delivering the same to SCI Office.
- 4.5 All out of pocket expenses the Contractor may incur by way of arranging Port/ Customs/ Police permission etc. and there shall be no extra whatsoever payable for the same.
- 4.6 The Contractor shall keep proper documentary records of work carried out and the rates shall be inclusive of the cost of preparing the same, including required stationary.
- 4.7 The tenderers are requested to quote their best and final offer in the Price Offer (PART-II) of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted
- 4.8 The tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or any request for corrections will not be entertained after the quotations are opened.

**(5.0) EARNEST MONEY DEPOSIT**

- (5.1) The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **INR 12,00,000/- (Rupees Twelve Lakhs only) plus GST** to Shipping Corporation's Bank Account (details mentioned at clause **6.0** below) towards Earnest Money Deposit (EMD), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- (5.2) Copy of Bank SWIFT copy / UTR No. of electronic transfer (valid for Eight months from the due date of the tender) for Earnest Money Deposit **must be enclosed with the "Technical Offer" only** and details should be indicated in the Tender Form, Part – IV.
- (5.3) The tenderer has the option to submit EMD in the form of Bank Guarantee (refer to format of EMD at **Part – I Section VIII**) from a Nationalized/ international Bank (having its branch office in Mumbai, India) with a validity of not less than Eight months.

**IMP: TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.**

**(6.0) SCI, Mumbai Bank Account Details-**

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

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 400 021
ACCOUNT NO: 416197198, IFSC Code : IDIB000N052

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

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

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

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

**(08.0) DISQUALIFICATION**

The tender is liable to be disqualified if:

- (i) Not submitted in accordance with terms and conditions of the Tender documents.
- (ii) Not accompanied by Earnest Money Deposit and/or Tender Fees in the form of Electronic Remittance.
- (iii) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- (iv) The Tenderer qualifies the tender with his own conditions.
- (v) Tender received in incomplete form including price schedule.
- (vi) Tender received after due date and time.
- (vii) Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- (viii) Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- (ix) Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- (x) While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- (xi) The Tenderer if found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c during the FY 2022-2023 and FY 2023-2024 submitted with the tender for proprietorship firms, proprietor's balance sheet also may please be submitted.
- (xii) Not accompanied by all requisite documents as per eligibility criteria.
- (xiii) Canvassing in any form shall lead to disqualification.
- (xiv) If tenderer is found to be in arrears or default with regard to payment of dues to Dock Labour Board/ Pool and other concerned Government Agencies.

**(9.0) BILLING**

- (9.1)** The Contractor shall submit their GST compliance (as indicated in clause no.10) bills in triplicate complete in all respects supported by Purchase Order (PO), Work Done Certificate and Repair Specifications Certified/ Signed & Stamped by at least Two ship's senior officers (preferably Master/Chief Engineer Officer & Chief Officer/2<sup>nd</sup> Engineer Officer of the ship) to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai, and the payment shall be made **within 90 days from** the date of receipt of bills complete in all respects.
- (9.2)** Bills will not be accepted unless accompanied by the original receipted **Work Done Certificate (Work Completion Form)** duly signed and stamped as mentioned above.
- (9.3)** Bills will be settled only when all services mentioned in the corresponding Purchase Order are executed. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part services till the order is fully executed.
- (9.4)** Payment of bills will be made after due scrutiny and checking by the Bills Department **within 90 days** from the date of submission of bills, complete in all respects.
- (9.5)** Any dispute regarding payment must be raised within 60 days from the date of settlement of relevant bills failing which the same will not be entertained.
- (9.6)** For Indian Entity, the invoice will be settled at Rate of Exchange (ROE) applicable on the day of issuance of Purchase order.

**(10.0) GST (For Indian Companies):**

**Registration & GST Rate**

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

**Invoicing & Payment**

5. 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

<b>MUMBAI</b>	<b>Maharashtra</b>	<b>27AAACT1524F1ZQ</b>
<b>KOLKATA</b>	<b>West Bengal</b>	<b>19AAACT1524F1ZN</b>
<b>CHENNAI</b>	<b>Tamil Nadu</b>	<b>33AAACT1524F1ZX</b>
<b>DELHI</b>	<b>Delhi</b>	<b>07AAACT1524F1ZS</b>
  - 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
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to CORPORATION.
  - iv. Submission of proof of payment of GST to CORPORATION.
  - v. Availing Input Tax Credit by CORPORATION.

#### **Input Tax Credit**

- 7. 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.
- 8. 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.
- 9. 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).
- 10. 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.

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

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

### **Other Provision**

12. 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.
13. The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
14. 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).
15. 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.

### **(11.0) EVALUATION**

- (11.1) Tenderers must quote for all the items in the price offer. In case tenderer does not quote for all items covered in tender, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.
- (11.2) Total financial implication will be used to decide order of competitiveness. **Conditional discounts will not be taken into account for the financial evaluation.**
- (11.3) Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be only on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (11.4) The contract shall be awarded to **ONE** successful tenderer.
- (11.5) Negotiations may also be carried out with L1 party.
- (12.0) The estimated requirement furnished in the Part - II (Price Offer) is indicative only and the same is without any commitment from the Corporation and the Corporation cannot assure minimum/maximum work that can be offered.
- (13.0) Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION - II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.
- (14.0) Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer's capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION - II (Eligibility Criteria) above.
- (15.0) The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.
- (16.0) The submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of

tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged/misunderstood any conditions.

**(17.0) RISK PURCHASE CLAUSE**

If any time during the currency of the contract we find that –

- (i) Contractor has failed to arrange services from the date of commencement of contract, or
- (ii) the services are not arranged in time, or assigned job has not been completed in time, or
- (iii) the services rendered by the contractor are found unsatisfactory, or
- (iv) Services do not confirm to the quality/ specifications indicated in the contract

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

**(18.0) PENALTY CLAUSE**

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

**(I) Involved in wrongful billing:**

- (i) To issue a warning letter for contravention and recover the excess amount billed.

**(II) Not rendering service as per the provisions of the Contract:**

- (i) For the contravention, the contract would be terminated and Security Deposit and / or Performance Guarantee would be forfeited.

**(III) Liquidity Damages (LD) Clause for delayed completion of the job:**

If the Contractor fails to complete the job within the time frame committed by the Contractor, then LD Clause will be applicable for any delays. The penalty shall be **INR 5.50 Lakhs x Number of delay days (OR) 10% of the invoiced amount**, whichever is lesser.

**(19.0) 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:

- (i) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (ii) The tenderer commits any breach of the terms of this contract / tender document.
- (iii) 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.
- (iv) If the Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines **(Section-X)**.

- (v) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.
- (vi) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- (vii) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.
- (viii) The Corporation is entitled to terminate the contract for not adhering to the provisions of the “Integrity Pact.”

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

#### **(20.0) BANNING GUIDELINES**

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

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

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

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

or, if any changes take place in the proprietorship or partnership of the tenderer’s firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of change(s), the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation’s Management.

#### **(23.0) EXIT CLAUSE**

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

#### **(24.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- (24.1) The successful tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the total value of the contract (OR) INR 20,000,00/- (Indian Rupees Twenty Lakhs only) whichever is less, in the form of Bank Guarantee, which should be valid for Eight (08) months, towards satisfactory performance of the contract.
- (24.2) Performance Guarantee 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.
- (24.3) In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- (24.4) In the event the contractor(s) gives up the work prior completion of the contract, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- (24.5) No interest shall be payable on the Security Deposit and Performance Guarantee.
- (24.6) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (24.7) 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.

**(25.0) VALIDITY**

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

**(26.0) SECURITY CLAUSE**

- (26.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (26.2) 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.

**(27.0) ISPS CLAUSE FOR CORPORATION'S CONTRACTORS**

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

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



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

The Tenderer shall abide by / comply with all Port Regulations.

**(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) EMPLOYMENT OF WORKERS**

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

**(30.0) WAIVER**

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

- (i) No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Contractor and specifically communicated as a Waiver;
- (ii) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the Contractor and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

**(31.0) INDEMNITY**

The Contractor shall defend, indemnify and hold the Corporation and its vessels harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Contractor/his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Contractor or by third party.

The Contractor shall also indemnify the Corporation, its ships and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

**(32.0) FORCE MAJEURE**

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

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

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

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

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

If services are suspended by force-majeure conditions lasting for more than 30 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

Any delays arising due to inclement weather will not be considered in number of days quoted by the vendor at the time of submitting quote. However, the certification for inclement weather which restricted movement of barge or personnel from shore to anchorage will have to be substantiated by local Weather reports and instructions received from Port Authorities restricting movement of crafts and personnel to the vessel at anchorage.

**(33.0) DISPUTE RESOLUTION**

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

**(34.0) 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.

**(35.0) ARBITRATION**

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall

thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the Corporation. The venue of the said Arbitration shall be at **Mumbai**. And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

**(36.0) 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:**

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

other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;

The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC

- (36.9) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- (36.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (36.11) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- (36.12) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

**(37.0) INTEGRITY PACT AND BANNING GUIDELINES:**

The bidder shall submit the tender along with the “Integrity Pact” and Banning Guidelines, issued along with the tender document (**Part I - (IX & X)**), duly signed on all pages and details filled in properly. 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 bidder 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.

**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:

- i) Shri Deepak Chaturvedi (E mail: chaturvedideep@rediffmail.com)
- ii) Shri Mukesh Mittal (E mail: mumittal@hotmail.com)
- iii) Shri Ashwani Kumar (E mail: ashwani.ashwani282@gmail.com)

**A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.**

**(38.0) DEFINITIONS**

- A. The terms “**CORPORATION**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”

- B. The term “**TENDERER**” shall mean and include the person, firm or a body corporate which is submitting its tender.
- C. The term “**CONTRACTOR**” shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- 

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

*(Signature of the Tenderer with Rubber Stamp of the Firm)*

**Place:**

**Date:** .....

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

**PART - I**

**SECTION – IV**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

**FORM OF PARTICULARS**

NO.	PARTICULARS	DETAILS
1)	Name of the Firm/Company	
2)	Registered Postal Address of the Firm/Company & its principal place of business.	
3)	Landline Telephone(s)	
4)	Mobile Number(s)	
5)	Fax Number(s)	
6)	Email Address & Web Address	
7)	If a subsidiary Company, Name & Address of the holding company	
8)	Year and Date of Establishment of Business	
9)	Is your organization, Proprietorship or Partnership or Private or Public Limited Company? <b>Please specify.</b>  <b><u>[Please enclose copy of Partnership Deed / Memorandum &amp; Article of Association, Organization Chart and Audited Balance Sheet, Profit &amp; Loss Account of your company for the last three years]</u></b>	
10)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
11)	Whether your firm has branch offices at any other places. <b>[If yes, furnish details]</b>	
12)	Latest Organizational Chart <b>[Please enclose copy]</b>	
13)	Whether your firm is registered under Municipal / Port Authority for conduction business? <b>[Attach Copy of registration]</b>	

14)	Whether your firm is registered under GST. <b>[Please furnish the registration number along with copy of registration certificate] (if no, state reason)</b>	
15)	a. Do you employ contract employees? (If yes, state number of such employees) b. Whether your company is registered with Labour Commissioner's office (Central/State). Are You Holding a valid licence issued by Labour Commissioner? <b>[Please attach a photocopy of the same] (If no, state reasons)</b>	
16)	P.F. A/c No. : <b>[If no number is given, give reasons]</b>	
17)	ESIC A/c No. : <b>[If no number is given, give reasons]</b>	
18)	Permanent Account Number (PAN) of your company. <b>(Please attach copy)</b> <b>Copy of audited Profit &amp; Loss A/c and Balance Sheet for the last three years.</b>	<b>PAN NO.:</b> _____
19)	Name(s) of your Bankers and their Address	
20)	Details of Experience for the last 5 years (activities carried out year-wise):	
21)	Please state no. of Labours and Supervisors working on your permanent payroll. <b>(Enclose list of names)</b>	
22)	Any other facilities you can make available to the Corporation including computer support for the purpose of control and tracking of activities. Address of your Branch Office, if any and telephone nos.	
23)	Whether your firm has been disqualified by any Shipping Company at any time in the past for <b>similar tender</b> . If yes, state reasons.	
24)	Whether your firm has been disqualified by the SCI at any time in the past <b>for this</b>	

	<b>particular tender or for any other tender.</b> If yes state reasons.	
25)	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. <b>(If Yes, give full details)</b>	
26)	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as <b>DGM or higher level</b> in the preceding two years as on bid closing date.  If yes, please furnish name and designation of that officer in your firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be mentioned. Role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made should be clearly spelt out.	
29)	Particulars of Electronic Remittance or Particulars of Bank Guarantee enclosed with the Technical Tender.	Swift Copy / UTR No. of Electronic Transfer INR 2500/- (plus GST) Banker: Dated: _____ Or D.D. No. _____ BG Amount: Rs. 12,00,000/- (plus GST) BG No: BG Date: Issuing Bank & Branch: Valid up to:

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

Date: \_\_\_\_\_ Full Name: \_\_\_\_\_

Place: \_\_\_\_\_ Designation: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Tenderer)

Rubber Stamp:



**PART – I**

**SECTION – V**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

**SCOPE OF WORK**

**Contractor/ tenderer would be required to undertake the following activities in the sequence mentioned hereunder:**

**1. Broad work scope for Supply and installation of Brand New Marine Crane:**

- 1.1. The Supply, installation and commissioning of the crane shall be done by the bidder. The Crane shall be supplied onboard the vessel with all clearances from the customs by the bidder.
- 1.2. Crane to be installed on vessel on top of Mud / Brine tank No. 52 (STBD side) on Frame No. 25-32.
- 1.3. The renewal of the deck plating and under deck stiffening for the crane installation shall be as per IRS Class approved drawings and shall be offered to IRS Class and SCI for onboard inspection. Any modifications for carrying out the under deck stiffening shall be carried out without affecting the existing systems onboard. In case any modification of existing system is required for installation and commissioning same to be carried out without any cost to the Corporation.
- 1.4. The Steel for deck strengthening shall be IRS Grade ‘A’ or equivalent in compliance with Class rules. The procurement of steel, fabrication, erection, welding and testing and all jobs related to deck strengthening shall be done by the bidder. The preparation of drawings for structural modifications as required to be done by bidder and shall be approved by IRS Class. After the structural modifications, the Air test, vacuum test, UT, PT as necessary for tanks/ Crane column shall be carried out by the bidder and shown to IRS Class & SCI. Strength test of tanks after modifications shall be carried out as required by IRS Class. Surface preparation and painting of new structural members and damaged paint areas shall be carried out in accordance with approved Paint scheme. The General Arrangement (GA) of the vessel shall be amended by the bidder.
- 1.5. Boom rest will be installed on the Fwd side of the vessel in the same line of foundation and shall be clear of any obstacle or rescue zone on the main deck.
- 1.6. The power connection shall be taken from both Shaft Generator bus bar and DG bus bar for redundancy. Informatively, the breaker of about 200 amps is available on bus bar of the vessel as spare from existing power distribution system. Any modifications and new switch gear installation, if required for arrangement of power/ control supply to crane from MSB shall be carried out by the bidder and drawings for the same shall be approved by IRS Class. The connection shall be in line with the IRS Class approved electrical drawings and inspection shall be offered to IRS Class and SCI for acceptance.

- 1.7. The arrangement of Power supply to the Crane from MSB is in scope of the bidder. All materials related to interfacing of crane to MSB e.g., cable, junction box, circuit breakers, connections etc shall be supplied and carried out by the bidder. Cable shall be XLPE, copper cable, annealed and tinned, with stranded copper conductor. The cable size shall be suitable for the motor KW power rating. The preparation of electrical drawings as required to be done by bidder. The amended drawings such as Single line diagram, MSB power distribution drawing, and electrical load analysis shall be prepared by the bidder and shall be approved by IRS Class. SCI will assist the bidder for the same. All Electrical items should be approved type for Marine Use (Class Approval copies to be provided to SCI).
- 1.8. Installation and supply of power cable on Main deck shall be done by the bidder. The approximate length of the cable from the location of crane and the MSB is about 50 meters (can be verified/ascertained on board by Tenderer). The junction box and emergency stops provided on Main deck shall be suitable for installed power rating of crane. The cable penetration on the deck/ bulkhead shall be sealed with Multi cable transit (MCT). The cable laying on Main deck shall be done in cable trays of GI sheet material and cables shall be properly secured and strapped with the cable tray. All Hydraulic Lines and valves are to be marked/ labeled for identification as per Drawing. Further details (Length & End Connectors) of all hydraulic pipes whether Flexible or Steel are to be mentioned in the Spare part manual.
- 1.9. The stability of the vessel due to this modification need to be assessed and approved by IRS class in all loading conditions. The preparation of stability booklets (Intact and Damage stability) with respect to the modification shall be prepared by the bidder and shall be approved by IRS Class. Bidder has to carry out inclining experiment if required by IRS Class / Statutory requirements.
- 1.10. Appointment of reputed design consultant by the bidder for the following works:
  - 10.1 Preparation and IRS Class approval of structural drawings for installation/ under deck stiffening of crane. Supporting structural calculations/ analysis as required by IRS Class to be submitted
  - 10.2 Preparation and IRS Class approval of structural and electrical drawings for interfacing of crane with the MSB.
  - 10.3 Stability assessment, preparation of stability booklets and IRS Class approval.
- 1.11. All drawings w.r.t. modification of crane such as GA, structure and under deck stiffening drawing i.w.o. Crane, electrical interfacing and stability assessment w.r.t all loading conditions shall be submitted to SCI for scrutiny and approval and final version of drawings shall be submitted to IRS Class for approval.
- 1.12. The onboard tests and trials shall be offered to IRS Class and SCI for commissioning of the system as per the procedure of trials approved by SCI.
- 1.13. The Paint damage and cleaning of tanks on the work area shall be carried out by the bidder. The Paint procurement shall be in scope of the bidder.
- 1.14. The Classification society's fee for drawing, approvals, inspection & testing and certification and any other fee shall be borne by the bidder. Classification Society Surveyor will be arranged by bidder as required during various stages of installation

and commissioning jobs. All required support for necessary coordination with IRS Class will be given by SCI as owner of vessel.

1.15. The onboard arrangement of the vessel shall be verified by the bidder for better understanding of scope of modification and before placing the quotation.

### **1.16. CRANE SPECIFICATIONS:**

#### **1.16.1 TECHNICAL SPECIFICATIONS:**

- Item: Pedestal mounted Electro hydraulic Marine crane
- Quantity: One (1) No.
- Lifting Capacity: 10T (SWL)
- Working radius: Maximum working radius of the crane to be from 13-15 Meters and the boom length in full retraction of crane should not be more than 10 meters.
- Boom type: To be specified by the bidder.
- Power supply: 440V, 60 Hz 3 phases
- **Sea state** **Sea state 4 condition**
- Operator control: Operator platform with seat and Remote Control
- Pedestal adapter: To be specified by the bidder
- Working condition: Off board lift type
- Hoisting speed: 0~10 m/min
- Slewing angle: 360 degrees continuous
- Slewing speed: 1 rpm
- Luffing time: 60 sec approx
- Heel/ Trim: 5 degree/ 2 degree
- Ambient condition: Ambient Air Temperature @ 45 degrees centigrade
- Sea water temp.: 32 degree centigrade
- Crane height: To be confirmed by bidder based on Ship's GA.

1.16.2 The equipment shall be compact, lightweight & robust in construction and suitable for marine use to withstand shock/ vibrations incidental to ship movements.

1.16.3 Certification: Class Approval certificate from IACS Manufacture Quality and lifting gear certificate. Certificate required by Dock Labour Board for lifting appliances.

1.16.4 Factor of Safety Cranes for design & load testing onboard:

Static: 1.25 SWL

Dynamic: 1.1 SWL

1.16.5 Control Electro-Hydraulic operated:-

- The device shall be operated remotely with a remote control having cable of sufficient length for operation and alternative provision for manual operation shall be provided.
- Electrical / Mechanical hook stop (Lifting side) to be provided.
- Automatic fail-safe arrangement in case of supply failure or overload with break holding capacity to excess of max. S.W.L to be provided.
- Emergency manual lowering and slewing facility to be provided by the firm

- All manual controls shall be fitted at standard operating height at man's reach from main deck.

**Note: A crane with specification, closely meeting the tender scope may also be considered subject to compliance with applicable rules and acceptance of committee/ end user requirements.**

1.17 Scope of Supply of OEM. The following are under the firm's scope of supply:

- Complete supply of equipment with starter, mating flange, foundation bolts, deck seating etc. (All fasteners shall be of Stainless-steel marine grade quality) with remote cable control panel (storage place on crane is to be provided for this panel).
- Crane shall be supplied with suitable pedestal of convenient working height.
- Vertical ladder/ rung ladder shall be fitted on pedestal of crane for routine maintenance.
- Crane jibs shall be provided with jib rest.
- Initial filling of hydraulic oil and lubricants shall be in firm's scope.
- Hoisting winch with ropes sufficient for lifting items from approximate 10 meters below deck base.
- Talley plates and diagram plates giving operating instruction (Brass engraved) Talley plates giving S.W.L. & radius (Brass engraved) are to be mounted at suitable location. Talley Plates of the prominently display the following information:-
  - Manufacturer's Name
  - Manufacturer's Serial No., Type & Model:
  - Year of Manufacture.
  - Electrical parameters as applicable
  - Weight of equipment
  - The weight of the crane should be indicated in the technical offer.
  - The crane supplied to be bolted on to the pedestal which will be welded on to the deck.

The following details are to be forwarded to SCI, along with technical offer:

- Weight break-up with position of center of gravity (CG of crane to be indicated in both stowage and operating condition).
- Electric diagram
- General arrangement plan (i.e., plan, front elevation, side elevation of the crane indicating dimensions.)
- Crane is to be inspected and certified by IRS/ IACS member class at manufacturer premises.

1.18 Product support:

The supplier should confirm product support after delivery of the equipment. In any case, the equipment is likely to become obsolete, the supplier should give a three year notice to SCI to assess and procure the required spares for remaining life time. The supplier should also ensure supply of these items prior to discontinuation of production facilities. **OEM should be able to support for spares and service for Minimum 12 Years from the date of commissioning.**

1.19 Electric equipment details:

- Electric motor details:

- Enclosure: IP56
- Insulation class: F
- Temperature rise: B
- Cable specifications: XLPE, copper cable, annealed and tinned, stranded copper conductor. The cable size shall be suitable for the motor KW power rating.
- All safety cut outs such as overload, hoisting, over current etc. and all controls as per class shall be provided same shall be shown to IRS Class/ SCI during Factory acceptance test.
- The Crane shall be operational throughout the vessel's life time.
- The crane to be painted with Painting Scheme suitable for Marine environment with a finish colour of white.

1.20 On board spares: The Onboard Spares meeting Classification rule requirements and as recommended by OEMs for onboard maintenance routines and possible repair requirements for two years to be supplied along with crane. An itemized list of On Board Spares indicating cost of each spare, to be furnished along with the quotation for main equipment.

1.21 Documentation in Hard and Soft copies (Three sets to be provided):

- Finished Plans/Drawings.
- Suppliers and makers drawings for machinery.
- Instruction books.
- Maintenance manual.
- Operating manuals.
- Installation Manual/Handbook.
- Inter-unit cable diagrams.
- Spare parts list.
- Physical Dimensional drawings.
- FAT report.
- Commissioning report including onboard load test.
- Load Test Certificates.
- Class certificates.

1.22 The relocation of items and rerouting of cables/pipelines etc, if any, will be carried out by bidder.

1.23 Vessel will be available at Vizag Naval Docks for inspection at one week notice for entry formalities/ dock entry permits etc.

1.24 The bidder to indicate, the place where it intends to carry out the entire work.

1.25 During Installation and commissioning of Crane at Yard/ Repair Facility, SCI should be given permission without any objection for carrying out Maintenance/ Repair of vessel's equipment by using Corporation arranged workshops/ OEM.

**2. Warranty Period:**

The manufacturer shall provide guarantee against all defects of design, workmanship and material and satisfactory operation of installed equipment for a period of 12 months from commissioning and final acceptance of crane by SCI after successful installation and commissioning & trials onboard.

Bidders participating in this tender have to give 1 year standard warranty period during which bidder has to rectify the defects arising during above period by taking the vessel to a suitable berth/ anchorage and by providing the required men & materials and technical support promptly to rectify the defects.

- 3. Bidders are requested to carefully study the “work scope” and submit their bids accordingly. Bidders may visit to the vessel for pre inspection to understand the lay out existing arrangement/amenities. Presently, vessel is under charter and calling at Vizag Naval Docks.** The bidders are requested to seek clarifications through e-mail to the DGM I/C (OS-SCI) ([ls.prasad@sci.co.in](mailto:ls.prasad@sci.co.in))/ CM (SB&S) ([tvs.jagdeep@sci.co.in](mailto:tvs.jagdeep@sci.co.in)) / CM (OS-SCI) ([chandraket.rai@sci.co.in](mailto:chandraket.rai@sci.co.in))/ SM (OS-SCI) / [v.shukla@sci.co.in](mailto:v.shukla@sci.co.in) **for any clarification required** on the work scope or any other matter concerning the above specified jobs at least 2 working days prior submission of bids date and time.

**4. Scrutiny and Evaluation of tender:**

The technical bid for supply and installation of 01 No. 10T @ Max 13-15M Marine Deck Crane for SCI Mukta submitted by the bidders will be scrutinized and evaluated, Clarifications, if required can be obtained from the participated bidders. Price offer of the technical qualified bidders only will be opened through SCI SRM e-tender

- 5. Bidder has to submit Lump sum cost with break up (1. Cost of equipment with accessories & Class certification + 2. Designers coat (Stability Assessment) + 3. Cost of installation including deck strengthening, commissioning, trials & certification) and with lead time for Supply, Installation and Commissioning of new Crane in the price bid without any condition. No additional payment will be made. Bidder has to mention Location/ Port for installation and commissioning in the technical and commercial quote.**
- 5.1. Please note, bidders are requested to submit offers with the best maximum discount offer, repeat best maximum discount offer. No further opportunity will be provided to improve/ revise the bid subsequently for the given work scope once bid is submitted.
- 5.2. Bidder's price bid should indicate **base price excluding GST/IGST**. For the purpose of evaluation and to determine L1, base price excluding GST/IGST and all other applicable expenses (viz., fuel consumption, administrative expenses, positioning cost based on base port at Vizag, revenue loss for the lead days, fuel cost etc) & taxes such as **Local/ VAT/ Excise/ Custom duty as applicable**

will be taken into account for arriving at L1. Based on the minimum delivery lead time quoted by the bidder loading will be carried out to arrive at L1. SCI may load the quoted prices towards per day loading (Approx. INR 5.50 Lakhs) for each exceeded day beyond the least quoted day to arrive at L1.

- 5.3. Thus, the total price of vendor tender must cover all items in their entirety. The Price bid should comprehensively cover the entire work scope, which should include, supply of equipment as per specs, removal, and transportation, design assessment, drawing approvals, installation, survey, commissioning, testing & final certification.

**PART – I**  
**SECTION – VI**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE  
ON BOARD SCI MUKTA AT ECI (VIZAG)**

**DUTIES AND RESPONSIBILITIES**

- 1) The Contractor shall arrange all required men & materials and other resources to complete the defined scope of work at their quoted cost and time.
- 2) Tools & equipment, materials arranged must be of approved type.
- 3) Food for team members, toiletries, personal requisites, etc must be arranged by the Contractor/ Tenderer.
- 4) It is expected that following men & materials shall be arranged to undertake the defined jobs. However the Contractor may plan and decide the same.
  - a) Lighting arrangements, lamps, electrical cables, junction boxes, etc.
  - b) Portable blowers along with chutes of length 30 mtr adequate for ventilation.
  - c) ONE competent person to ascertain hot work permit towards hot work etc.
  - d) The contractor shall provide adequate man power and support such as transportation, including launch services from shore to ship and back to shore, local conveyance to board vessel for Crane installation, modification, deck strengthening, stability assessment, commissioning & trials and final certification etc.
  - e) The contractor should ensure that continuous service is arranged to ensure completion of the Crane work in the shortest possible time and within the quoted time.
  - f) As far as possible the Corporation shall give advance notice of 5 (Five) days to the contractor for mobilizing his team and tools, materials and equipment for undertaking the job. However, the contractor shall be ready to undertake jobs at short notice.
  - g) The contractor will be held fully responsible for loss or damage to the ship's property, SCI or to any private property due to negligence of the Contractor or his labour. The contractor shall indemnify the Shipping Corporation of India Ltd in respect of any claims and/or damages, direct or indirect, arising out of such negligence by the Contractor or his labour.



- h) Contractor must obtain permission from Port, Customs and other relevant administrative & governing authorities as required, to commence & complete all activities as per this tender.
- i) The Contractor and their labour while working on board must follow ISPS and Company Safety Management System requirements.
- j) Any other duties, responsibilities specified in this tender document will always be applicable and binding on the contractor.

**INSURANCE:-**

- A) The contractor shall indemnify and hold SCI harmless from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-Contractor or otherwise arising under this contract.
- B) The Contractor shall, at his own expense arrange all insurances, for the personnel / employees deputed by him under this contract, such as the Workmen's Compensation, Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract.

Further, Contractor at his own expense shall also arrange insurance policy to cover Contractor's equipment, tools and any other belongings of the Contractor or their personnel during the entire period of their engagement in connection with this contract even when these are in the custody of SCI and that SCI will have no liability on this account.”

- C) Contractor shall require all of its Sub-Contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.

**PART – I**

**SECTION – VII**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

**ON A NON-JUDICIAL Rs.500 STAMP PAPER**

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

To,  
Sir,

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

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

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. Eight months from the date of submission of tender along with this guarantee or any extension thereof and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of INR 12,00,000/- (INR Twelve Lakhs only) on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- (c) That this guarantee commences from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.

- (d) That the expressions “the Tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- (e) Capitalized terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

**PART – I**

**SECTION – VIII**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON  
BOARD SCI MUKTA AT ECI (VIZAG)**

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

1)	COPY OF ELECTRONIC REMITTANCE OF <b>Rs. <u>2500/-</u></b> (plus GST) FOR TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	ELECTRONIC TRANSFER / BANK GUARANTEE FOR Rs 12,00,000/- (plus GST) FOR EARNEST MONEY DEPOSIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	LATEST ORGANIZATION CHART OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	COPY OF GST REGISTRATION (FOR INDIAN ENTITIES)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	COPY OF CERTIFICATE OF THE REGISTRATION WITH LABOUR COMMISSIONER	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	COPY OF CERTIFICATE ISSUED BY PROVIDENT FUND AUTHORITY. (If do not have, state reason)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	COPY OF E.S.I.C. A/C NO. (If do not have, state reasons)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	COPY OF PERMANENT ACCOUNT NUMBER (PAN) CARD	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10)	LAST THREE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>

	ISSUED BY YOUR CLIENTS WITH RESPECT OF YOUR EXPERIENCE)		
12)	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	ANY OTHER DOCUMENTS (AS REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14)	AUTHORIZATION LETTERS FROM OEM (as applicable) TO UNDERTAKE THE DEFINED SCOPE OF WORK	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	TOOLS, EQUIPMENT USED FOR CRANE WORK ARE SAFE AND PERSONNEL RESPONSIBLE FOR CARRYING OUT OPERATION ARE COMPETENT	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE:

1. Any other certificate besides the above mentioned, if deemed necessary, can also be enclosed.
2. All the documents should be attached on the order mentioned above.
3. All documents to be serially numbered and total number of pages indicated on Covering Letter.

**PART – I**

**SECTION – IX**

**E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING &  
CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE  
ON BOARD SCI MUKTA AT ECI (VIZAG)**

**INTEGRITY PACT**

Between

The Shipping Corporation of India Limited (SCI)

Hereinafter referred to as “The Principal”,

And

Here in after 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 an 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. 36 to 41)

#### **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.
- (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 sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) The word “Monitor” would include both singular and plural.

### **Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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

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

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

Place: .....

Witness 1: .....  
(Signature and Name & Address)

Date: .....

Witness

2: .....

(Signature and Name & Address)

## **PART – I**

### **SECTION – X**

#### **E- TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING & CERTIFICATION FOR 1 NO. NEW 10T (SWL) @ 13-15M MARINE DECK CRANE ON BOARD SCI MUKTA AT ECI (VIZAG)**

#### **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 organisation, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain 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 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 for poor performance or 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 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** It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.
- 2.5** 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:-

The Expression ‘Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor / 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.

‘Inter-connected Entity’ shall mean two or more companies having any of the following features:-

If any or all of the Partner(s) / Functional Director(s) are common,

If the Management is common,

If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

For banning any Entity, Indian or foreign, the “Competent Authority” would be a “Committee of Directors” comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.

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

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

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.

‘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”.

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.
- 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 can 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 stipulations;
- 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 Continued poor performance of the Agency in several contracts.

(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 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 aforementioned 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 would comprise of Director of the Division awarding the contract, Director (Finance) and Director of the concerned Operating Division. C&MD would be the Appellate Authority.

## **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 favour 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 may be 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 not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

**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 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”. The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. 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 **9.1** and an enquiry held accordingly.

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

**8.1** 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.

**8.2** The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.

**8.3** Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.

**9.0 Show-cause Notice:**

**9.1** 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.

**9.2** 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).

**9.3** The Competent Authority may consider and pass an appropriate order:

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

**9.4** The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

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

**10.1** 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 preferred within one month from the date of receipt of the order banning business dealing, etc.

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

**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 Standing 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 These guidelines will form part of the Tender document**



**ANNEXURE- I**

**BANK GUARANTEE FOR SECURITY DEPOSIT**

THIS DEED OF GUARANTEE made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ BY \_\_\_\_\_ (hereinafter called "the Bank") of the ONE PART in favour of **THE SHIPPING CORPORATION OF INDIA**, etc. of the OTHER PART;

WHEREAS by an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ - made between \_\_\_\_\_ carrying on business in partnership/company etc. under the firm/co. name of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called "the Contractor") and the said The Shipping Corporation of India Limited, the Contractor has undertaken execution of all work contained in the agreement hereinbefore referred (hereinafter called "the said contract");

AND WHEREAS in accordance with the Security Deposit clauses of the said contract the Contractor is desirous of furnishing a Bank Guarantee in the sum of INR \_\_\_\_\_ towards security deposit valid upto Eight months beyond the date of completion of the contract.

AND WHEREAS The Shipping Corporation of India Limited had agreed to accept a guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand from The Shipping Corporation of India Limited and without demur pay to The Shipping Corporation of India Limited the aforesaid sum of INR \_\_\_\_\_.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its guarantee as hereinafter contained;

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The Shipping Corporation of India Limited on demand and without protest the sum of INR \_\_\_\_\_.
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the sum under clause 1 above without demur and without requiring. The Shipping Corporation of India Limited to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that The Shipping Corporation of India Limited be the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by The Shipping Corporation of India Limited from time to time and its demand in that regard shall be final and binding on the Bank AND SECONDLY that the right of The Shipping Corporation of India Limited to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to

The Shipping Corporation of India Limited on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and remain valid till Eight months after the completion of all works under the said contract, which according to the terms of the said contract, should be Eight months from the probable date of completion viz., \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to The Shipping Corporation of India Limited the said sum of INR \_\_\_\_\_ or such lesser sum The Shipping Corporation of India Limited may demand.
4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. The Shipping Corporation of India Limited and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to The Shipping Corporation of India Limited under this Deed of Guarantee.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and the Guarantee shall remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ unless claim or demand under this Guarantee is presented to the Bank within Eight months from the date of completion of the \_\_\_\_\_ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF

**BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

THIS DEED OF GUARANTEE made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ BY \_\_\_\_\_ (hereinafter called “the Bank”) of the ONE PART in favour of **THE SHIPPING CORPORATION OF INDIA**, etc. of the OTHER PART;

WHEREAS by an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_- made between \_\_\_\_\_ carrying on business in partnership/company etc. under the firm/co. name of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called “the Contractor”) and the said The Shipping Corporation of India Limited, the Contractor has undertaken execution of all work contained in the agreement hereinbefore referred (hereinafter called “the said contract”);

AND WHEREAS in accordance with the Performance Guarantee clauses of the said contract the Contractor is desirous of furnishing a Bank Guarantee in the sum of INR \_\_\_\_\_ towards performance guarantee valid up to Eight months beyond the date of completion of the contract.

AND WHEREAS The Shipping Corporation of India Limited had agreed to accept a guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand from The Shipping Corporation of India Limited and without demur pay to The Shipping Corporation of India Limited the aforesaid sum of INR \_\_\_\_\_.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its guarantee as hereinafter contained;

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The Shipping Corporation of India Limited on demand and without protest the sum of INR \_\_\_\_\_.
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the sum under clause 1 above without demur and without requiring The Shipping Corporation of India Limited to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that The Shipping Corporation of India Limited be the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be cause to or suffered by The Shipping Corporation of India Limited from time to time and its demand in that regard shall be final and binding on the Bank AND SECONDLY that the right of The Shipping Corporation of India Limited to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to The Shipping Corporation of India Limited on demand and it shall not be open to

the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and remain valid till Eight months after the completion of all works under the said contract, which according to the terms of the said contract, should be Eight months from the probable date of completion viz., the day \_\_\_\_\_ of \_\_\_\_\_. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to The Shipping Corporation of India Limited the said sum of INR \_\_\_\_\_ or such lesser sum The Shipping Corporation of India Limited may demand.
4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. The Shipping Corporation of India Limited and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to The Shipping Corporation of India Limited under this Deed of Guarantee.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and the Guarantee shall remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ unless claim or demand under this Guarantee is presented to the Bank within Eight months from the date of completion of the \_\_\_\_\_ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF

**PART-II – PRICE BID (PRICE OFFER FOR SUBMISSION OF QUOTATION):**

**Instructions for filling the Price Bid**

- i) All bidders are required to quote in Indian Rupees only.
- ii) The price bid is in the item section of e-bidding portal. The rates are to be filled in the same. The prices should not be revealed in the technical bid. Revealing the prices in the technical bid will lead to disqualification.
- iii) The above rates should be inclusive of all taxes, duties, levies, port charges, etc. including personal taxes and corporate taxes for the entire scope of work but excluding Goods and Service Tax (GST).
- iv) Goods and Service tax (GST): Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and SCI would not undertake any responsibility whatsoever in this regard. In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading; SCI will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side. SCI will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- v) The bids shall be evaluated based on total evaluated price and comparison will be done accordingly for award of contract.
- vi) Bidder(s) need to quote for all the items in the price bid.

Sl. No	Description	Quantity	Unit Cost (INR)	Total Price (INR)
		A	B	C = A x B
1	Cost of equipment with accessories & Class certification and transportation to ECI (Vizag)	1		
2	Stability Assessment (Intact & Damage) by Designers & Class Approval	1		
3	Cost of Crane installation including Deck Strengthening & modification, commissioning/ trials & final certification	1		

**Note: All the rates being quoted are ‘All Inclusive’ but excluding GST.**

**PRICE BID TO BE SUBMITTED IN SRM**