



The Shipping Corporation of India Ltd.
Fire & Security Department

TENDER REF. NO.:	F&S/PFE/Tender/2024/01
TENDER TITLE:	E-Tender for Supply And Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai
GEM BID NO. :	GEM/2024/B/5697482
DUE DATE & TIME	03/01/2025, 17:00 HRS
TENDER FEE	INR 590 /- (Rupees Five Hundred Ninety Only) Inclusive of 18% GST (Non-Refundable)
EARNEST MONEY DEPOSIT (EMD)	Rs. 8000/- (Rupees Eight Thousand only)

CONTENTS		
PART – I (TECHNICAL OFFER)		
SECTION – I	GENERAL INFORMATION	PAGE: 2 to 5
SECTION – II	ESSENTIAL CONDITION – ELIGIBILITY CRITERIA	PAGE: 6 to 7
SECTION – III	GENERAL TERMS AND CONDITIONS	PAGE: 8 to 24
SECTION – IV	FORM OF PARTICULARS	PAGE: 25 to 27
SECTION – V	SCOPE OF WORK AND DUTIES & RESPONSIBILITIES	PAGE: 28 to 29
SECTION – VI	PROFORMA BANK GUARANTEE FOR EMD	PAGE: 30 to 30
SECTION – VII	BANNING GUIDELINES	PAGE: 31 to 37
SECTION – VIII	GUIDELINES FOR ELIGIBILITY OF A ‘BIDDER’ FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	PAGE: 38 to 39
SECTION – IX	LIST OF DOCUMENTS TO BE ATTACHED	PAGE: 40 to 41
PART – II (PRICE OFFER)		
Price Offer (Part-II) SAMPLE PRICE OFFER FORMAT FOR SUBMISSION OF QUOTATION		PAGE: 42 to 43

<u>IMPORTANT NOTES</u>	
1.	Technical Offer Documents should be scanned and uploaded in GeM portal
2.	Please ensure that the Price Offer (Part-II) is NOT uploaded in ‘Technical RFx folder of the tender’. The same should NOT be printed and uploaded with Technical Offer.
3.	Lump sum Price Offer quotation should be submitted in GeM portal in “Offer Price” including GST.
4.	Breakup of lump sum price quoted in GeM Price Offer (Part - II) to be uploaded in PDF in GeM portal in “Offer Price”
5.	Size of documents being uploaded should not be greater than 10 MB

PART - I

SECTION – I

**E-TENDER FOR SUPPLY AND INSTALLATION OF PORTABLE FIRE EXTINGUISHERS,
AUTOMATIC MODULAR EXTINGUISHER AND SAND BUCKETS AT SHIPPING HOUSE,
MUMBAI**

GENERAL INFORMATION

- 1.0** GeM Tenders are invited by The Shipping Corporation of India Ltd., Mumbai (here in after referred to as “the Corporation”) for “**Supply And Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai**”, Head Office of The Shipping Corporation of India Ltd, a Navratna company. Shipping House is a High-Rise building of 19 Floors + Basement located at Nariman Point, Mumbai 400 021.”
- 2.0** **TENDER FEES**
- a. Tender fees in the form of electronic remittance of **INR 500 + 18% GST INR 90 = INR 590/-** (Rupees Five Hundred Ninety only) to the Corporation’s Bank Account (details mentioned at **Part I Section III Clause 6.10** 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.
- b. The tender is available on GeM portal (**BID Id GEM/2024/B/5697482**) for bidders to participate. Bidders should have GeM sellers ID in order to participate in GeM tenders. Bidders who do not have GeM seller ID are required to register themselves on <https://gem.gov.in>. As per the GeM guidelines, the bidder can upload their response against the GeM tender in GeM portal only.
- c. The Technical Offer & Price Offer uploaded (submitted) on the GeM portal by tenderers are protected and cannot be viewed & downloaded by any of the SCI’s employees. The dealing officer can view/download the same (Technical Offer & Price Offer of technically qualified parties) only after opening of Technical & Price Offers respectively by Tender Processing Committee (TPC), which can be witnessed by the participating tenderers. All the bidders who participate and upload their response in GeM will be receive intimation about addendum, corrigendum and Technical/Price opening of tender and various other communications about the tender through GeM on their registered email id.
- d. Detailed Tender Notice is also available on SCI website www.shipindia.com and Government website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the GeM portal for accessing and submission of tender on GeM portal.
- 2.1** **Micro and Small Enterprises (MSEs) registered with various bodies as specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.**
- 3.0** Tenderer’s quotations should strictly be in line with **Part I Section III Clause 4** (Rates Clause) and as per format of **Part II (Price Offer)**.
- 4.0** **DUE DATE:** Tenderer to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 03/01/2025**. Tenderer to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per GeM portal time and upload of responses will not be possible in case deadline ceases.

5.0 Only online e-tenders submitted on GeM portal will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted.

6.0 **BROAD INSTRUCTIONS FOR FILLING THE e-TENDER in GeM**

Steps to participate in the subject tender on GeM Portal:

- a) Click on Bids →List of Bids
- b) Click on Service bids/RAs
- c) Select/ Enter →BID/RA Number
- d) Click on Participate
- e) Bidder will be able to download the required tender documents by clicking PARTICIPATE button for any number of times till last date of submission.
- f) Prospective bidder has to upload the required documents as per tender and fill the offer price of each item

The Tender response/ bids for subject tender (**GEM/2024/B/5697482**) has to be uploaded in two parts:

(i) **Part I (Technical Offer)** to be submitted in Technical Bid tab in GeM portal –

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 AND DUTIES & RESPONSIBILITIES
SECTION – VI:	PROFORMA BANK GUARANTEE FOR EMD
SECTION – VII:	BANNING GUIDELINES
SECTION – VIII:	GUIDELINES FOR ELIGIBILITY OF A ‘BIDDER’ FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
SECTION – IX:	LIST OF DOCUMENTS TO BE ATTACHED

(ii) **Part II A (Price Offer) - FORMAT FOR PRICE BREAKUP** for submission of Lump sum offering break up.

Tenderer should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages 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, and Section-IX {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page.]

Tenderers are required to download “Technical Offer” (consisting of Section I, II, III, IV, V, VI, VII, VIII and IX) 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 and then scan the file.

All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each page and scanned for upload.

The Lumpsum rate offering, **including GST** are required to be filled in “Offer Price” tab available in GeM. Bidders are also required to provide the Break up for Lumpsum rate quoted as per the Format provided by the Corporation at Part II – “Format for Price Breakup”. The completely filled in Price break-up format is required to be uploaded only in **“Offer Price”**

Tab of the GeM Tender. Price Bids to be filled as per item details mentioned in **Part II – Format for Price Breakup attached in the tender.**

Please ensure that the Part-II - Format for Price Breakup is not uploaded in Technical Offer of the tender in GeM.

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

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

Technical Bid >

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

Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each page and scanned for upload, may then be uploaded at respective Technical Bid Tab in GeM portal as mentioned above by **due date 03/01/2025 (1700 Hrs).**

Offer Price – Bidders to submit the Lumpsum offering (including GST) under the “Offer Price” tab in GeM portal and upload the Part II – Format of Price break up signed and stamped on each page only under the Offer Price tab.

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, prior to **Due date 03/01/2025 (1700 Hrs).**

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

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

8.0 ASSESSMENT OF TENDER:

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

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

Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of Banning guidelines” by the tenderer.

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

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

9.0 **BANNING GUIDELINES:**

The bidder shall submit the tender along with the Banning Guidelines, issued along with the tender document (Part I, Section VII), duly signed on all pages and details filled in properly. All pages of the Banning Guidelines shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Banning Guidelines shall be unconditional and the bidder must not change any contents of the Banning Guidelines. The signed Banning Guidelines should be enclosed with the Technical Offer of the tender only.

Tenders received without the signed Banning Guidelines and/or without details filled in, shall be rejected.

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

Deputy General Manager (General Administration, F&S and P&H)

The Shipping Corporation of India Ltd.

“Shipping House”,

245, Madame Cama Road, Mumbai-400021, INDIA

Email ID: phanindra@sci.co.in

Ph: 022-22772034

PART – I

SECTION – II

**E-TENDER FOR SUPPLY AND INSTALLATION OF PORTABLE FIRE EXTINGUISHERS,
AUTOMATIC MODULAR EXTINGUISHER AND SAND BUCKETS AT SHIPPING HOUSE,
MUMBAI**

ESSENTIAL CONDITION –ELIGIBILITY CRITERIA

- 1.0 The Tenderer must have minimum of two years continuous relevant experience in preceding five years from the date of publishing of tender for undertaking similar work in office premises of any PSU / PSB / Govt. Agency/ Quasi Govt. Agency/comparably large reputed corporate organization.
The definition of “large corporate organization” would be such organizations that have turnover of more than INR 500 Crores and it is also essential that the work orders are issues directly by the said PSU/PSB/Large Corporate/Govt./Quasi Govt. clients. (Copies of experience certificates/ work completions certificates towards substantiating work experience to be enclosed).
- 2.0 Audited financial statements (Balance sheet and Profit & Loss Account) of last 3 years (i.e. FY 2023-24, FY 2022-23, FY 2021-22) to be submitted. The bidder shall have Positive Net-worth for the last / preceding financial year basis audited financial reports. (Proof of Annual financial Turnover to be provided)
- 3.0 The Tenderer must be having fully functional office setup in Mumbai Metropolitan Region (MMR). (Proof such as Shop & Establishment certificate, utility bills etc for substantiating functional office set up in Mumbai to be submitted)
- 5.0 Tenderer should submit declaration on the company letterhead, that he was never banned and/or blacklisted and/or any punitive action taken against his firm, during last five years considered from due date of tender. In case, the tenderer has been banned / blacklisted / punitive action has been taken against him/them, the tenderer shall submit the details of the case for the consideration of the Corporation. The Tenderer shall also enclose the details of all ongoing punitive action against him/them on the due date of tender.
- 6.0 The tenderer should have been an OEM/ authorized partner/ service provider of the OEM for the pumps supplied in the instant tender. He should obtain and submit a current dated undertaking (ie MAF) to the same effect, from an authorized signatory of the OEM on their Official letter head.
- 7.0 The tenderer should have ISO 9001 certification & valid Fire license from the local authorities.
- 8.0 Tenderer should be registered with statutory authorities in Mumbai and should have a valid PF, ESIC, GST, PAN Card, Shops & Establishment Registration Certificate, etc.
- 9.0 Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. MSE bidders are exempted from submission of tender fees and EMD as per provisions in the Tender Documents. MSE bidders seeking benefits of MSE as

specified in the Tender Documents must submit copy of Registration certificates failing which no benefit of MSE shall be extended. Purchase preference to Indian MSEs (Micro & Small Enterprises) shall be applicable as per the Government of India Policies. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are required to register themselves with the Trade Receivables Discounting System (TReDS) platform (RXIL/INOVICEMART).

IMPORTANT:

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

PART - I

SECTION – III

**E-TENDER FOR SUPPLY AND INSTALLATION OF PORTABLE FIRE EXTINGUISHERS,
AUTOMATIC MODULAR EXTINGUISHER AND SAND BUCKETS AT SHIPPING HOUSE,
MUMBAI**

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS:-

A.1 The terms “**Corporation**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”

A.2 The term “**Tenderer**” shall mean and include the person, firm or a body corporate which is submitting it’s tender.

A.3 The term “**Contractor**” shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case, may be.

1.0 The GeM tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 03/01/2025.**

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

Only online tenders submitted on GeM portal will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted.

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 1 year from the date of completion of Supply and Installation as approved by the technical officer nominated by the corporation. The contractor is required to complete the Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets within 1 month from the date of award of the contract. The Authorized Representative of the Corporation will inspect and certify that the Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets are in compliance with laid down Fire Safety Norms. The decision of the Corporation is final and binding on the contractor in this regard.

4.0 RATES

The Rates quoted / negotiated by the Contractor shall remain firm during tenure of the contract period; NO ESCALATIONS whatsoever shall either be claimed or considered except as mentioned at clauses below. Quoted rates should be “All Inclusive rates (Including GST)” in the system-based format.

- i) The rates should be quoted including Goods and Service Tax. However, percentage of GST tax applicable should be shown clearly by the bidder, wherever applicable in the tab of system.
- ii) The Tenderers are requested to quote their best and final offer in the GeM portal at Offer Price tab of the GeM portal. No revised offer shall be entertained. No conditional quotations will be accepted.
- iii) This is a non-exclusive contract. The Corporation reserves the right to procure any items covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the Tenderers.
- iv) The Tenderers are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the quotations are opened. Corrections if any made before submission of the tender forms should be initialled by the person signing the tender form, failing which rates for such items will not be considered.
- v) Subcontracting is ordinarily not permissible. If the contractor necessarily requires/intends utilizing services of a subcontractor towards the subject contract, the same must only be with prior express approval of the SCI. However, overall responsibility shall remain to be that of the contractor only. If Joint Venture or Consortium is an indispensable necessity, explicit permission for of same must be taken from SCI before participation in tender process.
- vi) The contract also agrees to follow all applicable safety rules and common precautions while servicing the contract for direct and indirect safety of all involved and also to ensure no damage is caused to property. By way of mere submission of bid towards this tender, the successful contractor indemnifies the Shipping Corporation of India Ltd., in the event of the Corporation being made liable to pay compensation to third party or to any of contractor’s workers, in due course of servicing of the contract. Contractor shall also be responsible to any damages caused to the property of the SCI due to carelessness or improper/poor quality of job carried out by him/her.
- vii) All manpower deployed by the contractor shall remain to be its employees and also liability / responsibility of the contractor at all times during the period of validity of contract and never that of the SCI. Contractor must also ensure that, its deployed workers & supervisors must abide by rules & regulations applicable in SCI premises.
- viii) Contractor shall ensure that no contractor’s staff or any of the contract workers stays in the SCI premises after completion of their work and when not on duty.
- ix) The Contractor shall indemnify the SCI against third party claims of infringement of patent, trademark, Intellectual Property or industrial design rights arising from use of goods/services or any part thereof in India.
- x) The Contractor shall not use such documents, data and other information received from the SCI for any purpose other than the work and services as are required for the

Performance of the Contract. Similarly, reports and/or designs/layouts prepared by the contractor for SCI under the contractor shall not be reproduced/disclosed elsewhere without prior explicit written approval from SCI.

xi) It is expressly understood that before quoting, the tenderer has inspected the premises where the works under the contract are to be carried out before offering the tender and has assessed/obtained for himself at own responsibility and cost, all information which may be necessary for the successful execution of the contract including provision of materials (with quantum) and made her/himself conversant with all the local conditions & requirements.

xii) The quotations should be on “ALL INCLUSIVE” basis including GST (levied by the Government from time to time) and no other extra charges whatsoever shall be payable as additional. Any revision (increase/decrease) in statutory levy (GST) after awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

xiii) However, in the event, the GST is discontinued /reduced by the Government during the tenure of the contract period the benefit will be passed on to the Corporation. If the GST is increased by the Government during the tenure of the contract period, the benefit will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.

xiv) HSN codes to be quoted along with applicable GST. GST will be payable, as applicable, on actual basis. However, the component of GST should be clearly mentioned by the bidder in the Price Offer Part II.

xv) Offer Price – Bidders to submit the Lumpsum offering under the “Offer Price” tab including GST in GeM portal and upload the Part II – Format of Price break up signed and stamped on each page under the Offer Price tab. Price Bids to be filled as per item details mentioned in Format for Price Break up Part II.

xvi) Offer Price put by bidder on GeM portal should match with “Total value of the item-wise Price breakup” **with GST**.

xvii) Bidders should quote only in Indian Rupees for all the items.

5.0 EARNEST MONEY DEPOSIT

5.1 The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **Rs. 8000/- (Rupees Eight Thousand Only)** to Corporation’s Bank Account (details mentioned at Section III Clause No. 5.10below) 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 The Tenderer has the option to submit EMD in the form of Bank Guarantee (refer to PROFORMA BANK GUARANTEE FOR EMD at SECTION VI) from a nationalised bank with a validity of not less than nine months from the due date of the tender (Only in case of EMD value exceeds INR 50,000/-).

- 5.3 Micro and Small Enterprises (MSEs) registered with various bodies as specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.
- 5.4 Copy of Bank SWIFT copy / UTR No. of electronic transfer / Bank Guarantee (including e-Bank Guarantee valid for nine 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.
- 5.5 EMD (in the form of Bank Guarantee) shall be sent by the tenderer by post or in person superscripting the envelope with Tender name, GeM Bid No, his/her (tenderer’s) details before due date and time at following address:

**The Deputy General Manager (Gen Admn, F&S and P&H)
The Shipping Corporation of India Ltd.,
“Shipping House”, Mezzanine floor,
245, Madame Cama Road, Mumbai - 400 021.**

- 5.6 Furnished EMD is refundable (without interest), except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- 5.7 The amount will be refunded to the unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period, whichever is earlier.
- 5.8 The Earnest Monet Deposit (EMD) is payable to the successful tenderer only after his accepting the contract and submission of security deposit and/or Performance guarantee.

5.9 TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.

5.10 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, MUMBAI, MAHARASHTRA PIN 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.

6.0 FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

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

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

7.0 DISQUALIFICATION

The tender is liable to be disqualified if:

- 7.1 Not submitted in accordance with terms and conditions of the Tender documents.
- 7.2 During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- 7.3 The Tenderer qualifies the tender with his own conditions.
- 7.4 Tender received in incomplete form including price schedule.
- 7.5 Tender received after due date and time.
- 7.6 Not accompanied by Tender Fees in the form of Bank SWIFT copy / UTR No. of electronic transfer.
- 7.7 Not accompanied by all requisite documents.
- 7.8 Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- 7.9 Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- 7.10 If tenderer is found to be in arrears or default with regard to payment of dues to concerned Government Agencies.
- 7.11 Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- 7.12 While processing the tender, if it comes to the knowledge of Corporation that some of the tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- 7.13 Tender documents, if downloaded from the SCI/NIC website, shall be downloaded in Toto repeat in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the tenderer and if found out (be it at any stage of the tender processing and even after award of the contract). It will be viewed seriously by the Corporation

and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.

- 7.14 Canvassing in any form shall lead to disqualification.
- 7.16 Price offer is enclosed in Technical Offer in SRM portal.
- 7.17 The Tenderer is not responding to Corporation's communication in time for clarification of some of the relevant terms and conditions of the quotations.
- 7.18 Tenderer changes the name/ constitution of the firm during the processing of the tender.
- 7.19 The Tenderer is not ready to provide his services from applicable date.

8.0 RIGHT OF REJECTION

- 8.1 The Corporation reserves the right to decide about technical capability, expertise and/or the tenderer's capacity for fulfillment/compliance of all the terms and conditions, spelt out in **Section II (Essential Condition-Eligibility Criteria)**.
- 8.2 Corporation reserves the right to reject any / all tenders without assigning any reasons whatsoever.
- 8.3 If it is observed that the tenderers have formed a cartel while quoting the rates, all the tenderers forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the Corporation for next two years. It is also clarified that if need arises the Corporation would go in for appointment of outside party(s) to undertake the work under captioned tender.
- 8.4 In case multiple tenders are submitted by one party or if common interests are found in two or more tenderers, then the tenders are liable to be rejected unless the additional tenders are withdrawn.
- 8.5 Tenderers must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case tenderers do not quote for all items.
- 8.6 SCI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. SCI does not bind itself to accept the lowest tender and reserves all rights (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties.
- 8.7 The decision of the Corporation in this regard (para 8.1 to 8.6 above) shall be final and binding on the tenderer(s).

9.0 BILLING

- 9.1 The Contractor shall submit their **original** GST compliance invoice (as indicated in clause no.10) complete in all respects, to the Centralized Bills Receipt Cell (CBRC) to Corporation's Head Office at Mumbai, accompanied by:
 - (i) Copy of the SAP generated **PURCHASE ORDER** from the Operating Division of the Corporation specifically mentioning SAP code of each activity.

- (ii) Original receipted **WORK DONE CERTIFICATE** should be duly signed and stamped without any adverse remarks. **The signature should be accompanied by their Name, Designation and Employee Code Number of the signing officer along with the date of delivery receipt.**

- 9.2 Bills will not be accepted unless accompanied by the original receipted **WORK DONE CERTIFICATE** 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. All payments for the work will be made after statutory deductions.
- 9.4 The period of contract arrangement shall be for 1 year from the date of completion of SITC as approved by the technical officer nominated by the corporation. The contractor is required to complete the SITC of Pump Room within 1 month from the date of award of the contract. The Authorized Representative of the Corporation will inspect and certify that the Pumps are fully operational in compliance with laid down Fire Safety Norms. The decision of the Corporation is final and binding on the contractor in this regard
- 9.5 Payment of bills shall be made after due scrutiny and checking by the Bills Department within **120 (One Hundred Twenty)** days from the date of receipt of bills complete in all respects.
- 9.6 Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.
- 9.7 Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

10.0 GOOD AND SERVICE TAX CLAUSE

Registration & GST Rate

- 10.1 Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- 10.2 Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- 10.3 Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- 10.4 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

- 10.5 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

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

- b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
- 10.6 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. Availment of Input Tax Credit by CORPORATION.

Input Tax Credit

- 10.7 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.
- 10.8 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.
- 10.9 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).
- 10.10 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

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

Other Provision

- 10.12 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.
- 10.13 The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- 10.14 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).
- 10.15 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

- a. All Documents are required to be submitted at the first instance; tender will be evaluated/assessed strictly as per the documents submitted with the technical offer. Any shortcoming in information/documents submitted with technical offer will be intimated to the party at the sole discretion of corporation to fulfill the shortcomings.
- b. SCI may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- c. Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be only based on 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. If any alteration is found in the tender document downloaded from GeM Portal, the submitted tender is liable to be rejected.
- d. The Bidder must quote for all the line items specified in **RFP**, the quotations are liable to be rejected, in case bidders do not quote for all items. Evaluation and award of contract will be done on overall basis i.e., the party position/ranking will be drawn on overall basis. This total financial implication will be used to decide order of competitiveness. Conditional discounts will not be taken into account for the financial evaluation.
- e. The performance of the Bidder during past contracts with the Corporation would also be taken into account and it would be the Corporation's sole discretion whether to consider such Bidders for award of the contract.
- f. The Bidder 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.
- g. The tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.
- h. The contract shall be awarded to ONE successful tenderer.
- i. Negotiations may also be carried out with L1 party.
- j. The contract shall stand suspended/ terminated, partially or fully, as a result of Government Policy/ directive to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the Corporation.
- k. 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.

- l. Tenderers which do not meet the technical pre-qualification requirements, as prescribed in SECTION–II of PART I (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.
- m. 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 of PART I (Eligibility Criteria) above.
- n. The submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any accounting case the tenderer finds at later date that it has misjudged/misunderstood any conditions.
- o. Tenderers may please note that evaluation of the tenders shall necessarily take into account:
 - (i) Experience and performance on similar or any other contracts during past 5 (five) financial years.
 - (ii) Financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last three years.
 - (iii) If they had committed breach of contract etc.It would be Corporation’s sole discretion whether to consider such tenderers for award of the contract.
- p. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Corporation may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Corporation shall not be considered. The Corporation’s request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Corporation in the evaluation of the Price Bids.
- q. Provided that a bid is substantially responsive, the Corporation may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. If a Bidder does not provide sought clarification of its Bid by the date and time set in the Corporation’s request for clarification, its bid may be rejected.
- r. The Corporation is not bound to accept the lowest or any Bid, in full or in part.

12.0 RISK PURCHASE CLAUSE

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

- (a) Tenderer has failed to arrange services from the date of commencement of the contract, or
- (b) The services are not arranged in time, or assigned job has not been completed in time, or
- (c) The services rendered by the tenderer are found unsatisfactory, or
- (d) The services do not conform to the quality/ specifications indicated in the contract

The Corporation will be at liberty to obtain the services covered under this contract from alternative source(s) at Bidder(s)’s risk and *differential cost including invoking / resorting to apply any other clause of this tender document.*

13.0 PENALTY CLAUSE

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

A. **Involved in wrongful billing**

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

B. **Not rendering service as per the provisions of the Contract**

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, **a monetary penalty will be imposed equal to 1% of annual contract value.** This is to be paid by way of a bank draft for the said amount, drawn in favour of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited.

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

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

14.0 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:

- 14.1 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.
- 14.2 The tenderer commits any breach of the terms of this contract / tender document.
- 14.3 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.
- 14.4 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 the prevailing banning guidelines of the Corporation in Force.

- 14.5 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 and in such an event the Tenderer shall have no claims whatsoever against the Corporation in consequence of such termination of the contract.
- 14.6 Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- 14.7 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 including the extension period if any.
- 14.8 The tenderer shall not assign the contract to any other persons nor shall they sub-contract the same. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice."
- 15.0 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.
- 16.0 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.

17.0 EXIT CLAUSE

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

18.0 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- 18.1 The Selected bidder will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract **OR** Rs. 10, 00,000/- (Rupees Ten Lakh only) whichever is less, in the form of Bank Guarantee issued by any commercial Banks which should be valid for the full period of the contract plus three months, towards satisfactory performance of the contract. Additional performance security equivalent to 5% of the contract value may be asked to be furnished by the successful bidder(s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- 18.2 Performance Security and Additional Performance Security should be received within 30 days from the date of award of contract.
- 18.3 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 Tenderer(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.

- 18.4 In the event the Tenderer(s) gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and /or Performance Guarantee shall stand forfeited.
- 18.5 No interest shall be payable on the Security Deposit and / or Performance Guarantee.
- 18.6 The Corporation shall also be entitled to make recoveries from the Tenderer's bills, Security Deposit and / or Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 18.7 The Security Deposit and / or Performance Guarantee paid by the Tenderer 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.

19.0 VALIDITY

- 19.1 The rates given in Tender should be valid for acceptance by the Corporation upto SIX MONTHS from the due date and in case of extension of the due date, from the last extended due date. In case processing/acceptance of the Tender takes more than six months, the Tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week after expiry of **SIX MONTHS** withdrawing his Price Offer, else the rate will hold valid till the contract finalisation.
- 19.2 In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.
- 19.3 In case the tenderer withdraws his offer during the validity of the quotation or extension granted by him on the validity and/or his failure to accept the contract if awarded, the Earnest Money shall stand forfeited.

20.0 SECURITY CLAUSE

- 20.1 While evaluating tenders regard would be paid to national defence and security consideration.
- 20.2 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.
- 20.3 In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Corporation shall be final and binding.

21.0 EMPLOYMENT OF WORKERS

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

22.0 WAIVER

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

- 22.1 No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Tenderer and specifically communicated as a Waiver;
- 22.2 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 Tenderer and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

23.0 INDEMNITY

- 23.1 The Tenderer shall defend, indemnify and hold the Corporation harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Tenderer /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Tenderer or by third party.
- 23.2 The Contractor shall indemnify the Corporation against any claims under the Payment of Wages Act 1936, and/ or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Act / Acts or on behalf of any person / persons employed by him.
- 23.3 The Tenderer shall also indemnify the Corporation and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Tenderer in the performance of his obligations under this contract.

24.0 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 deliveries are suspended by force-majeure conditions lasting for more than 60 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.

25.0 TENDERER TO INFORM HIMSELF FULLY

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

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

26.0 LIMITATION OF LIABILITY

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

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

27.0 LAW OF LAND

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

28.0 DISPUTE RESOLUTION

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

29.0 JURISDICTION

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

30.0 ARBITRATION

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

The venue of the said Arbitration shall be at **Mumbai**.

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

31.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC)

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

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

- 31.10 The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- 31.11 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- 31.12 All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- 31.13 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

33. Liquidated Damages

In case of delay in supply of the contracted products/ services by the successful bidder beyond the stipulated period for reasons solely attributable to the bidder, Corporation reserves the right to levy liquidated damages at the rate of 0.5 % of the value of the contract per week, subject to a maximum of 10 % of the contract value for the period of the delay, with the option to terminate the contract if the maximum is reached.

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

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Tenderer)

**Full Name:
Designation:
Company seal:**

**Place:
Date:**

.....

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

PART - I

SECTION – IV

E-Tender for Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai

FORM OF PARTICULARS

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
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 the Firm/Company	
9)	Whether your firm is registered under Competent Authority/ Municipal Act and / or Shops and Establishment Act. [Please attach copy of registration] (If no, state reasons)	
10)	Status of the company - Whether Proprietorship / Partnership / Private or Public Limited Company? [Please enclose copy of: Partnership Deed Memorandum and Article of Association]	
11)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
12)	Copy of audited Profit & Loss A/c and Balance Sheet for the last three years.	
13)	Please specify details of Own Commercial Office in Mumbai Metropolitan Region.(Please attached documentary evidence, like electricity bill/ water bill/ municipality receipts etc)	

	(including communication facilities)					
14)	Latest Organizational Chart [Please enclose copy]					
15)	P.F. A/c No. : [If no number is given, give reasons]					
16)	ESIS (Employee State Insurance Scheme) A/c No. : [If no number is given, give reasons]					
17)	Permanent Account Number (PAN) of your company. (Please attach copy)	PAN NO.: _____				
18)	Is your firm registered under MSME? If yes: UAN no: (Enclose Udyog Aadhar Certificate)	UAM NO.: _____				
19)	Goods and Service Tax (GST) Certificate. (Please attach copy)	GST NO.: _____				
20)	Name(s) of your Bankers and their Address.					
21)	Details of Work Experience: (Please submit documentary proof of work order & work completion certificate; otherwise experience not considered)	Sr No	Organizati on Name	Period of Contract		Work Order Value (Rs.)
				From	To	
22)	Whether your firm has been disqualified by the SCI at any time in the past for this particular tender or for any other tender . If yes state reasons.					
23)	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. (If Yes, give full details)					
24)	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as DGM or higher level 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.	
25)	<u>Tender Fee:</u> Particulars of Bank Swift copy / UTR No. Enclosed with the Technical Offer of the Tender.	UTR No.: Rs. 590/- Date of Issue: Drawn On:
26)	<u>Earnest Money Deposit</u> Particulars of Bank Swift copy / UTR No. / BG No. Enclosed with the Technical Offer of the Tender. OR Details of Bank Guarantee	UTR No.: Rs. 8000/- Date of Issue: Drawn On: BG No.: Rs. 8000/- Date of Issue: Issued by: Valid upto:

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

Declaration:

1. I/ We _____ am/ are the sole proprietor/ Manager of _____ and authorized to submit this tender on behalf of my/our company/ firm.
2. It is certified and declared that I/ we have read, understood and accepted the terms and conditions of this tender in totality, and have thereafter submitted my/ our tender.
3. I/ We declare on solemn affirmation that whatever information is submitted in this tender is true and correct to the best of my knowledge and belief.
4. I/ We hereby certify that my/ our company/ firm has not been banned and/ or blacklisted by any office/ department/ undertaking of the Govt. of India, at any time under any contract.
5. I undertake and confirm, not to have made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and not committed any offence under the Prevention of Corruption Act in connection with the bid.

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

We understand and agree that in case of any conflict between GeM and SCI specified terms and conditions, SCI Terms and Conditions will prevail.

(Signature of the Tenderer)

Full Name :
Designation :
Company Seal :

Place :
Date :

PART – I

SECTION – V

E-Tender for Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai

SCOPE OF WORK AND DUTIES & RESPONSIBILITIES

Sl no.	Items	Description/ Capacity	Required Specifications	Quantity	Installation Requirements
1	DCP Fire extinguisher	6 Kg	MAP 50 based Stored pressure type Should be Latest BIS approved – (IS 15683:2006) and ISI marked.	40 nos.	- Wall mounted - As per BIS 2190 - Photo luminescent Fire extinguisher identification signage to be installed for each extinguisher
2	CO2 Fire Extinguisher	4.5 Kg	99.95% Pure Carbon Di Oxide gas. Should be BIS Approved (IS 2878:2004) & CE certified.	20 nos.	- Wall mounted - As per BIS 2190 -Photo luminescent Fire extinguisher identification signage to be installed for each extinguisher
3	Foam Based Fire Extinguisher	6L	High quality Synthetic based AFFF Foam. Stainless steel anti corrosive body. Should be Latest BIS approved – (IS 15683:2006), ISI marked and CE marked.	2 Nos.	- Wall mounted - As per BIS 2190 - Photo luminescent Fire extinguisher identification signage to be installed for each extinguisher
4	Automatic Modular Extinguisher- Ceiling Mounted (Clean Agent type)	5 Kg	HFC 236fa Based Should have ISO 9001 and CE certification, and conforms to ISI standards.	1 nos.	To be installed ceiling mounted in the server room.
5	Sand Buckets filled with Dry Yellow Fire Sand along with proper stand.	9L	- Galvanised mild steel bucket. - All the sand buckets to be filled with dry yellow fire sand. Should be in line with BIS 2564.	4 nos.	Should be installed along with proper stand for the fire buckets.

- It is expressly understood that, the tenderer, before submitting the bid has obtained for himself at his own responsibility and cost, all the information which may be necessary for the successful execution of the contract and made herself/ himself conversant with all the local conditions & requirements (including quantum). No escalation shall be allowed during the entire duration of contract.

- The tenderer must provide details of relevant documents and 'Roadmap for project execution, with timelines & deliverables, along with Part-I of their tender i.e, 'Technical Bid'. SCI further reserves the right to seek demonstration of product(s) proposed to be supplied by the tenderer, towards technical qualification before opening of commercial bids.
- The new portable fire extinguishers approved by the SCI shall be delivered and installed at site within 30 days from the date of placement of Purchase Order. Thereafter, for every day of delay caused by the contractor, a penalty equal to Rs. 500/- is liable to be levied and deducted from amount payable for supplying new extinguishers.
- All other implicit requirements for execution of the project, including travel, lodging & boarding and freight charges, shall be at the cost of the contractor.

Warranty

The offer must include onsite warranty of 3 year from the date of installation of all the above-mentioned new supply of portable fire extinguishers/sand buckets. Supplier shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipments, accessories, etc., covered by the offer. The supplier must warrant all equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period the supplier shall maintain the equipment as per stipulations in IS 2190: 2010 and repair / replace all the defective components at the installed site at no additional charge whatsoever.

Maintenance Standard Expected During Warranty

Supplier should ensure that the defects reported in the portable fire extinguishers supplied to the Company, on any working day is set right on the same day and in no case later than the next working day. In case, the equipment cannot be repaired within the stipulated period, the supplier should provide a replacement till the equipment is returned, duly repaired.

DECLARATION:

I / We hereby declare that, I / We have gone through the scope of work, BOQ and terms and conditions mentioned in the tender and understood the same, and on the basis of the same I / We have quoted our rates. The quoted rates are exclusive of GST.

(Signature of the Tenderer)

Full Name :

Designation :

Company Seal :

Place :

Date :

PART – I
SECTION – VI

E-Tender for Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai

On a non-judicial Rs. 100 stamp paper

Bank Guarantee for Earnest Money Deposit.

To,
Sir,

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

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

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

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

Yours faithfully,

PART – I
SECTION – VII

E-Tender for Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities

1. **INTRODUCTION**

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

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

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

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

2. **SCOPE**

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

2.2 The guiding principles and processes for

- (i) Removal of an Entity from the list of approved suppliers / contractors
- (ii) Suspension and
- (iii) Banning of an Entity from doing business with the Corporation, for a specified period, are laid down herein.

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

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

3. **DEFINITIONS**

In these Guidelines, unless the context otherwise requires:-

(i) The Expression ‘Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor /Agent/ Entity’ includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.

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

- (a) If any or all of the Partner(s) / Functional Director(s) are common,
- (b) If the Management is common,
- (c) If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

(iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

(a) For banning any Entity, Indian or foreign, the “Competent Authority” would be a “Committee of Directors” comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions. The Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

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

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

(c) For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at **Clause 3 iii (a)** and **Clause 3 iii (b)** above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

(iv) ‘Investigating Department’ shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, “Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate”.

(v) List of ‘Approved Entities’ – shall mean and include list of approved Parties /Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents’, if registered / contracted with SCI.

4. **GROUNDS FOR INITIATION OF BANNING BUSINESS DEALINGS**

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

4.16 Continued poor performance or any other action of the vendors/contractors/Agents which may result in damage to the brand image and/or result into commercial loss to SCI.

4.17 Failed to honor the bid without sufficient grounds.

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

5. **INITIATION OF BANNING / SUSPENSION**

The Contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under **Clause 4**) will initiate the banning process by forming an Investigating Committee comprising of Representatives from concerned User Division, Contracting Division and Finance Division. The User / Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority and the appellate Authority would be as defined in **Clause 3.0 (iii)** as above.

6. **SUSPENSION OF BUSINESS DEALINGS DURING INVESTIGATION PERIOD**

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

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

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

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

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

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

- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.
- 6.9 Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the “Entity”.

7. **BANNING OF BUSINESS DEALINGS**

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / Branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings” as referred in **Clause 5** above. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per **Clause 8.1**.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.

8. **SHOW-CAUSE NOTICE**

- 8.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- 8.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under **Clause 4**).
- 8.3 If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.
- 8.4 The Competent Authority may consider and pass an appropriate order:
- (i) For exonerating the Entity if the charges are not established or

- (ii) For removing the Entity from the list of approved Suppliers / Contractors, etc.
or
- (iii) For banning business dealings with the Entity.

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

9. **REMOVAL FROM LIST OF APPROVED ENTITIES - SUPPLIERS/ CONTRACTORS, ETC.**

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

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

10. **APPEALS AGAINST THE DECISION OF THE COMPETENT AUTHORITY**

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

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

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

10.4 **Duration of Banning**

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

11. **REVIEW OF THE DECISION BY THE COMPETENT AUTHORITY**

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

12. **CIRCULATION OF THE NAMES OF ENTITIES WITH WHOM BUSINESS DEALINGS HAVE BEEN BANNED**

- 12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.
- 12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.
- 12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13. **EFFECT OF BANNING AND SUSPENSION OF AN ENTITY**

- 13.1 The entity after issue of order of banning /suspension shall be debarred from participating in any of the tenders of SCI during the banning/suspension period and the same shall also be hosted on SCI website.
- 13.2 If the entity has already participated in the tender and price bids are not opened, the technical bids of such entity will be rejected. If the price bid of the tender is already opened and happened to be L1, the tender has to be cancelled and re-tender has to be issued. If the entity is not L1, the tender can be processed further.
- 13.3 Banning does not preclude a claim for damages for non-performance.
- 13.4 Banning does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.

14. **REVOCATION**

Suspension/ Removal of an entity shall be deemed to have been automatically revoked on the expiry of Suspension/ Removal period and it will not be necessary to issue a specific formal order of revocation. However, in case of Banned entities, the same shall continue to remain in force unless it is specifically revoked based on the firm's representation with the approval of the Competent Authority who has earlier accorded approval for banning.

- 14.1 In banning cases, where the proprietor of the entity, its employee, partner or representative is convicted by a court of law for offences involving moral turpitude in relation to business dealings, may be revoked if in respect of the same facts, accused has been wholly exonerated by court of Law.
- 14.2 A banning / suspension order may, on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.

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

PART – I

SECTION – VIII

E-Tender for Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai

“Guidelines for Eligibility of a ‘Bidder’ from a Country which shares a land border with India”

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

UNDERTAKING

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

Place:

Signature of the Bidder

Date :

with rubber stamp of the Company

Enclosures:

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

PART – I
SECTION – IX

E-Tender for Supply and Installation of Portable Fire Extinguishers, Automatic Modular Extinguisher and Sand Buckets at Shipping House, Mumbai

CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER

Sr. No	Particulars	Documents Required	Indicate (Yes/No)	Page No.
1)	BANK SWIFT COPY / UTR NO. OF RS. 500 + 18% GST RS. 90 = RS. 590/- (RUPEES FIVE HUNDRED NINETY ONLY) FOR TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2)	BANK SWIFT COPY / UTR NO OF RS. FOR EARNEST MONEY DEPOSIT OF RS. 5,000/- (RUPEES FIVETHOUSAND ONLY)	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)	ISO 9001 CERTIFICATION & VALID FIRE LICENSE FROM THE LOCAL AUTHORITIES	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	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8)	COPY OF E.S.I.C. (Employee State Insurance Scheme) A/C NO.	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)	COPY OF M.S.M.E. CERTIFICATE WITH UAN NO.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
11)	COPY OF GOODS AND SERVICE TAX (GST) CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
12)	LAST THREE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
13)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE ISSUED BY YOUR CLIENTS FOR WHO SERVICES ARE BEING	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

	/ HAVE BEEN PROVIDED FOR TWO YEARS IN LAST FIVE YEARS ENCLOSED. WITH RESPECT OF YOUR EXPERIENCE). LIST OF COMPANIES / FIRMS			
14)	BANNING GUIDELINES FOR REMOVAL/ SUSPENSION/ BANNING OF ENTITIES SIGNED BY THE SAME SIGNATORY WHO SIGNS THE BID DOCUMENT.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
15)	TENDER DOCUMENT SIGNED & STAMPED	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

NOTE:

- I. *The bidders may kindly ensure to attach the above documents with Technical Tender, Part I (A) & (B) in the sequence given above.*
- II. *Any other certificates besides the above, if deemed necessary, can also be enclosed.*
- III. *All documents to be serially numbered and total number of pages indicated on Covering Letter.*

PART – II (SECTION –II)

PRICE OFFER - SAMPLE FORMAT

(GeM Bid No. - GEM/2024/B/5697482)

The Shipping Corporation of India Ltd.

SI no.	Description (A)	Quantity (Nos.) (B)	HSN/ SAC Code (C)	Unit Rate (in Rs.) (D)	Total Cost (in Rs.) (E)	GST (in %) (F)	GST Amount (in Rs.) (G)	Total Cost including GST (in Rs.) (H)
1	DCP Fire extinguisher – 6Kg Capacity (MAP 50 based Stored pressure type - IS 15683:2006)	40 nos.	XXX	XXX	XXX	XXX	XXX	XXX
2	CO2 Fire Extinguisher- 4.5 Kg Capacity (99.95% Pure CO2 gas - IS 2878:2004 & CE certified)	20 nos.	XXX	XXX	XXX	XXX	XXX	XXX
3	Foam Based Fire Extinguisher- 6L Capacity (Synthetic based AFFF Foam- Stainless steel anti corrosive body- IS 15683:2006 & CE certified)	2 Nos.	XXX	XXX	XXX	XXX	XXX	XXX
4	Automatic Modular Extinguisher- Ceiling Mounted (Clean Agent type) - 5 Kg Capacity (HFC 236fa Based- ISO 9001 and CE certified, conforms to ISI standards)	1 nos.	XXX	XXX	XXX	XXX	XXX	XXX

5	Sand Buckets filled with Dry Yellow Fire Sand along with proper stand.- 9L capacity (Galvanised mild steel bucket- BIS 2564.)	4 nos.	XXX	XXX	XXX	XXX	XXX	XXX
6	Photo luminescent Fire Extinguisher Identification Signages	62 nos.	XXX	XXX	XXX	XXX	XXX	XXX
7	Installation Charges				XXX	XXX	XXX	XXX
Total Financial Implication (Sr. No. 1+2+3+4+5+6+7)					XXX		XXX	XXX

NOTE:

- 1) The offer must include onsite warranty of 3 year from the date of installation of all the above-mentioned new supply of portable fire extinguishers/sand buckets. During the warranty period the supplier shall maintain the equipment as per stipulations in IS 2190: 2010, at no additional charge whatsoever.
- 2) The above jobs are to be carried out as per Tender scope, terms and conditions.
- 3) * Total F.I. with GST to be quoted.
- 4) Confirmation of L1 is subject to scrutiny by SCI based on the Total Financial Implication Including GST (Line item F).
- 5) Grand Total would be used to decide order of competitiveness. GST will not be considered to decide competitiveness.
- 6) "OFFER PRICE" put by bidder on portal should match with "Total value of the item-wise Price breakup" with GST.
- 7) **Bidders are cautioned that disclosure of any price sensitive information along with Technical Bid may result in rejection of their Bid.**

Date:

(Contractor's Signature)

Place:

Name and designation of the Authorized signatory Stamp and Seal

-----Part II ends here -----