



The Shipping Corporation of India Ltd.
Purchase and Services Department

TENDER REF. NO.:	P&S/CON-STVLREV/2020		
TENDER TITLE:	TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.		
DUE DATE & TIME	<u>11/03/2020, 17:00 HRS,</u>		
TENDER FEE	For Indian Bidder: INR 2950 /- (Rupees Two Thousand Nine Hundred Fifty Only) Inclusive of 18% GST. For Foreign Bidder: USD 100/- (USD One Hundred Only)		
EARNEST MONEY DEPOSIT (EMD)	SECTORS	Indian Bidder: INR	Foreign Bidder: USD
	I: Oil Tankers & Gas Carriers	176200	2530
	II: Bulk Carriers	70000	1000
	III: Liner & Passenger Vessel	55650	800
	IV: Off shore & Research Vessel	140000	2000
	V: Training Institute	4650	70
	For all Five Sectors	446500	6400
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PART – I A

SECTION – I

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

GENERAL INFORMATION

(1.0) Sealed tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “the Corporation”) for “Supply of safety training videos library on rental basis with periodical updates, functioning independently (without internet) in form of auto playable USB for vessels plying worldwide and could be owned/ operated/ chartered by the Corporation and/ or its subsidiary/ associate companies including joint ventures and also those for which the Corporation acts as Managers and at Maritime Training Institute of SCI in INDIA.”

(1.1) Tenderer should be manufacturer of Maritime Safety video library or their authorized distributor/ dealer / agent.

(1.2) Tenderer should have at least 2 (two) years continuous relevant experience, during the last 5 (five) years in supplying Maritime Safety Training Videos. Tenderer needs to Substantiate experience by furnishing the contract letter/purchase order/work done certificates/ experience letter from reputed shipping companies. Further tenderer to provide an **UNDERTAKING** (as per the format of **Section – IV**) confirming their ability to supply.

(2.0) PERIOD OF CONTRACT:

The period of contract arrangement shall be for two years from the date of contract commencement as decided by the Corporation. The Corporation will have sole option to extend the contract twice by three months each after the expiry of two years contract period.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

(3.0) TENDER FEES

(3.1) For Foreign Bidders:

(a) Tender documents can be collected on payment of **US\$ 100/-** (USD One Hundred Only) as tender fee (non refundable). Payment has to be made through Tele remittance or wire transfer to the Corporation’s below mentioned bank account. The said forms can be obtained at/from the following address on production of the bank swift copy of the payment made

The General Manager . (Purchase & Services),
The Shipping Corporation of India Ltd.,
“Shipping House”, 245, Madame Cama Road,
MUMBAI-400 021, INDIA.

- (b) Tender documents are also available for downloading from the Corporation website www.shipindia.com and Government website <http://eprocure.gov.in/epublish/app>. However, in such cases, sealed tender documents, duly completed, must be accompanied by the bank swift copy of the payment made towards tender fee **US\$100/-** (USD One Hundred Only). Sealed tenders without Bank Swift Copy of the tender fee remittance will not be accepted and the Corporation's decision in this regard shall be final and binding.

Bank Account Detail:- State Bank of India, 15 King Street, London – EC2V 8EA, UK. Account No. : 10802103 Swift: SBINGB2L SORT CODE: 60-01-59	Through Correspondent bank:- Citibank, 111, Wall Street, New York. USD A/c. No. : 36002753 Swift : CITIUS33
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(3.2) **For Indian Bidders:**

- (a) Tender documents can be collected on payment of **INR 2,500/- + 18% GST = INR 2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** per tender set as tender fee (non-refundable) by making a written application to "The General Manager (Purchase & Services)" at the above mentioned address, for obtaining the prescribed tender form. The application should be accompanied with crossed Demand Draft of INR 2950/-, drawn in favour of "The Shipping Corporation of India Ltd" payable at Mumbai towards tender fee.

- (b) Tender documents are also available for downloading from the Corporation website www.shipindia.com and Government website <http://eprocure.gov.in/epublish/app> **However, in such cases, sealed tender documents, duly completed, must be accompanied with** the Tender fees in the form of Demand Draft for INR. **2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** drawn in favour of "The Shipping Corporation of India Ltd." payable at Mumbai.

- (4.0) Tender's quotations should strictly be in line with the "Rate – Annual Rental Clause No.4.0 of General Terms & Conditions and as per Price Offer format.

- (5.0) (5.1) Tender in enclosed form, duly completed and signed on each page, should be sent by registered post/courier service/hand delivery, in a sealed cover super scribed "**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**" addressed to:

General Manager (Purchase & Services)
The Shipping Corporation of India Ltd.,
"Shipping House", 12th floor,
Purchase & Services Department
245, Madame Cama Road, Mumbai-400 021.

- (5.2) **DUE DATE:** Tender should reach Corporation's office **latest by 17:00 Hours (IST) on 11/03/2020** at the above address. The Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of General Manager (Purchase & Services)'s Secretariat before due date and time. However, if it is not convenient for the Tenderer to visit

Corporation's office in Mumbai, then the Tenderer may send the tender by post / courier service at the above mentioned address so as to reach on or before the due date and time.

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

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

(6.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER

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

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

Part I (Technical Offer)

PART I A: Technical Documentation:-

SECTION – I:	GENERAL INFORMATION
SECTION – II:	ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)
SECTION – III:	GENERAL TERMS AND CONDITIONS
SECTION – IV:	UNDERTAKING
SECTION – V:	FORM OF PARTICULARS
SECTION – VI:	DUTIES & RESPONSIBILITIES
SECTION – VII:	BIDDING GUIDELINES
SECTION – VIII:	BANK GUARANTEE FORMAT
SECTION – IX:	INTEGRITY PACT
SECTION – X:	DULY FILLED IN LIST OF DOCUMENTS

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

This sealed cover of Section – I to Section - X should be super scribed on top **“TECHNICAL OFFER – PART I (A)” - Envelope A**

PART I B: Sector-wise offered titles:-

Pen – drive with all the titles as per the sector applied for

SECTION A:	DETAILS OF OFFERED TITLES FOR SECTOR I
SECTION B:	DETAILS OF OFFERED TITLES FOR SECTOR II
SECTION C:	DETAILS OF OFFERED TITLES FOR SECTOR III
SECTION D:	DETAILS OF OFFERED TITLES FOR SECTOR IV
SECTION E:	DETAILS OF OFFERED TITLES FOR SECTOR V

Complete video of all the offered titles of the respective sector wise library for which bided to be submitted in pen-drive / Independent system (VOD) along with the duly filled in details of offered titles.

This sealed cover should be super scribed on top **“TECHNICAL OFFER - PART I (B)” - Envelope B**

Both these envelopes (**Envelope A and Envelope B**) should be enclosed in a bigger envelope and should be super scribed on top **"Part-I (Technical Offer)" Envelope I**

PART II (Price Offer Format)

for following Sectors -

SECTOR – I:	OIL TANKERS AND GAS CARRIERS PRICE OFFER FORMAT
SECTOR – II:	BULK CARRIER PRICE OFFER FORMAT
SECTOR – III:	LINER & PASSANGER CUM CARGO VESSELS PRICE OFFER FORMAT
SECTOR – IV:	OFF SHORES & RESEARCH VESSELS PRICE OFFER FORMAT
SECTOR – V:	TRAINING INSTITUTES PRICE OFFER FORMAT

PRICE OFFERS should be submitted Sector Wise separately in individual sealed envelopes (enclosed). The Sector, for which quotation has been offered, should be mentioned on the envelope. All the sealed envelopes (containing Sector-wise quotation) should, thereafter, be put into one sealed cover (enclosed) and should be super scribed on top "**Part-II (Price Offer)**" **Envelope II**

- (6.2) These two sealed covers (**Envelope I** and **Envelope II**) should then be put in a third sealed cover (**Envelope III**) and addressed to the **General Manager (Purchase & Services)** according to instructions as mentioned above. All the sealed covers (**Envelope A, Envelope B, Envelope I, Envelope II, Envelope III and the envelopes containing sector wise price offers**), should be super scribed "**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**" indicating clearly the sectors for which quotes are submitted along with contact details of the company (name, address, telephone, fax, email & mobile (if any)), should be indicated on the bottom left side of the cover.

Due Date 11/03 /2020, 17:00 hours.

- (6.3) The Tenderers who download the tender documents from the SCI/GOVT. website shall use their own envelopes for submission of the tender in the same fashion as described in 6.1 & 6.2 above.

Tender documents, downloaded from the SCI/GOVT. website, shall be downloaded in toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the Tenderer and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the Tenderer / Contractor will be debarred from participating in future tenders of the Corporation.

(7.0) ASSESSMENT OF TENDER

The tender shall be assessed sector-wise, first on the basis of Technical Offer Part I B. The videos offered would be assessed by the committee on the quality of audio and video, contents and duration. The tender processing committee will judge the quality of audio and visual, duration of the video, contents and receptiveness of the training video. Tender received without pen-drive / Independent system (VOD) of complete video of the titles offered per sector, and/or without the duly filled in details of the offered titles for respective sector and/or if the videos submitted are not relevant and not approved by committee, in that case their tender (Technical offer IA and Price Bid) will not be opened and same will be returned as unopened / sealed condition.

Technical evaluation of only those bidders whose offered titles found to be meeting SCI's requirements (approved by the SCI's committee) shall be carried out.

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 "Part II (Price Offer)" will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all the information required in the "Form of Particulars and respective Annexure" should be properly filled in and all documents of the Part IB (Technical Offer), must be enclosed there with.

Notwithstanding the above, the assessment of tender shall also take into account the acceptance of "Integrity Pact" by the tenderer.

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

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

(10.0) MICRO AND SMALL ENTERPRISES CLAUSE:

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

(11.0) VALIDITY

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

(11.2) During the validity of the quotation, in case the Tenderer increases its Price Offer, the tender would be liable to be rejected.

(12.0) EARNEST MONEY DEPOSIT

(12.1) For Foreign Bidders:

The tenderer must remit the respective earnest money deposit amount, before submission of their tender, to the Corporation's Bank Account (A/c. details furnished at sr. no. 3 of Section - I) towards EMD. Alternatively, in lieu of EMD, the tenderer may submit a Bank Guarantee, for the respective sum from an International Bank having their branch at Mumbai, India. The validity of the Bank Guarantee should be NINE months from the due date of the tender. The tender should be accompanied with the Bank Swift Copy of the EMD remittance or the Bank Guarantee in lieu of EMD, as the case may be. The EMD is refundable subject to the tenderer not withdrawing their offer before decision on the tender and / or failure of the tenderer to accept the contract, if awarded.

(12.2) For Indian Bidders:

Earnest Money Deposit is payable strictly in INR for Indian Bidders. The tenderer may submit Demand Draft of respective amount drawn in favour of THE SHIPPING CORPORATION OF INDIA LTD., payable at Mumbai, India. Alternatively, in lieu of EMD, the tenderer may submit a Bank Guarantee, for a respective EMD sum from a Scheduled Bank from their Mumbai Branch. The validity of the Bank Guarantee should be NINE months from the due date of the tender. The tender should be accompanied with the Bank Swift Copy / DD of the EMD remittance or the Bank Guarantee in lieu of EMD, as the case may be. The EMD is refundable subject to the tenderer not withdrawing their offer before decision on the tender and / or failure of the tenderer to accept the contract, if awarded.

(12.3) Earnest Money Deposit:

Sectors	EMD amount For Foreign Bidders	EMD amount For Indian Bidders
Sector I (Oil Tankers & Gas carriers)	US \$ 2530/-	Rs. 176200/-
Sector II (Bulk Carriers)	US \$ 1000/-	Rs. 70000/-
Sector III (Liner & Passenger Vessels)	US \$ 800/-	Rs. 55650/-
Sector IV (Offshore & Research Vessels)	US \$ 2000/-	Rs. 140000/-
Sector V (Training Institute)	US \$ 70/-	Rs. 4650/-
Sector (I+II+III+IV+V) All Sectors	US \$ 6400/-	Rs. 446500/-

(12.4) Tenderer quoting for more than one zone may club the EMD amount for those zones and accordingly

- Foreign Bidder: May remit the amount and submit swift copy of the remittance or alternatively submit the BG for the total amount of EMD.
- Indian Bidder: May submit single DD for the amount or in lieu thereof submit single BG.

(12.5) The Bank Swift Copy / Demand Draft of the EMD remittance or the Bank Guarantee in lieu of EMD (valid for NINE months from the due date of the tender) must be enclosed with the "Technical Offer" only and details should be indicated in the Tender Form, **Part – I A (SECTION V)IMP**: Tenders received without Earnest Money Deposit are liable to be rejected. Informatively MSEs are exempted from tender fees and EMD as per G.O.I directives, Reference clause 3.0 and 10.0 for Section – I)

(13.0) DESIGNATION AND CONTACT DETAILS OF PERSONS FOR THIS TENDER ARE:

General Manager – (Purchase & Services)
Phone No.: 022-2283 2759 (Direct)
Phone No.022-22772375 (Board), Extension: 2375
Email: pv.kulkarni@sci.co.in

PART – I A

SECTION – II

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS..**

ESSENTIAL CONDITION –ELIGIBILITY CRITERIA

- (1.0) **Titles submission / evaluation:** Tenderer should submit free of cost a pen-drive / Independent system (VOD) containing complete videos of all the titles offered for along with the duly filled in details of the offered titles and contents for the respective applied sector.
- (1.1) All the offered titles / contents libraries submitted by the tenderers are subject to sector-wise evaluation and approval of the corporation. The videos offered would be assessed by the committee on the quality of audio and video, contents and duration. The Tender processing committee will judge the quality of audio and visual, duration of the video, content and receptiveness of the training video.
- (1.2) Tenders received without pen-drive / Independent system (VOD) of complete video of the titles offered per sector and/or without the duly filled in details of the offered titles / contents for respective sector or if the videos submitted are not relevant and not approved by committee in that case their tender (Technical offer IA and Price Bid) will not be opened and same will be returned as unopened / sealed condition. Technical evaluation of those bidders whose offered titles found to be meeting SCI's requirements (approved by the SCI's committee) shall be carried out
- (2.0) **Experience:** Tenderer should have at least 2 (two) years continuous relevant experience, during the last 5 (five) years in supplying Maritime Safety Training Videos for computer based training videos, functioning independently (without internet).
- (2.1) Tenderer should be manufacturer of Maritime Safety video library or their authorized distributor/ dealer / agent.
- Tenderer needs to Substantiate experience by furnishing the contract letter/purchase order/work done certificates/ experience letter from reputed Shipping companies.
- (2.2) The tenderer to provide an **UNDERTAKING** as per the format (**Section – IV**) of the tender confirming their ability to supply maritime training contents in terms of Videos with auto-playable USB.
- (3.0) The tenderer must have contents covering the list of 25 required titles of each library per Sector.

Sector wise list of required 25 titles are covered in **SECTION VII: DUTIES AND RESPONSIBILITIES.**

Tenderers to attach their complete list of titles with details of contents.

- (4.0)** Financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last three years (should have positive net worth in the last financial year)
- (6.0)** Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government of India Guidelines subject to their meeting of other technical specifications.

IMPORTANT: IT IS MANDATORY TO FURNISH RELEVANT DOCUMENTS, PROOF FOR THE REQUIREMENTS MENTIONED ABOVE

PART – I A

SECTION – III

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

GENERAL TERMS AND CONDITIONS

- (1.0)** The tender should be submitted in a sealed cover addressed to as under, so as to reach the Corporation not later than **17:00 HOURS (IST), 11.03.2020.**

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

The cover should be super scribed as **“TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS”**. The tender will be opened on a prospective date which shall be informed to all the tenderers. The authorised representatives of the tenderer who wish to be present at the time of opening of tender are welcome.

(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 two years from the date of contract commencement as decided by the Corporation. The Corporation will have sole option to extend the contract twice by three months each after the expiry of two years contract period.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

(4.0) RATES – ANNUAL RENTAL

The term Rates to be considered as annual rental per annum per vessel. Rates, to be quoted in INR (Indian Rupees) by Indian bidders and in any of mentioned International Currency US\$/EURO/GBP by foreign bidders. The tenderer need to indicate their quoted currency appropriately in the Price Offer, failing which their Price Offer shall be rejected.

- (4.1)** Tenderer to quote their rates, that is annual rental per annum per vessel, sector wise in the quoted currency (as per Price Offer) for providing respective Safety Training Videos Library consisting of 25 titles specific for each sectors (I to IV) of vessels/ Maritime training Institute sector (V). The quoted Annual Rental should be inclusive of supply the titles in the

autoplayable USB its annual maintenance as well as periodic updates from time to time. Rates must be quoted keeping in mind annual maintenance along with video libraries with all updates/revisions during the two years of the contract and the period of extension, if opted.

(4.2) Quotation should be inclusive for:

Delivery of USB to be made at Shipping House by vendor within 30 days from the date of award of contract and SCI to distribute the same to various vessels. Return of the USB to be made to respective SCI agents and vendors to coordinate with all concerned in this regards and arranges the pick-up there onwards on their expenses

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

(4.4) **No revised offer shall be entertained.**

(4.5) Tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or requests for rates to be corrected will be entertained under any circumstances. Correction/s, if any, should be initialled by the person signing the tender form before submission, failing which the rates for such items may not be considered.

(5.0) Good and Service Tax (GST) applicability in quotes.

(5.01) Foreign Bidders ARE TO QUOTE All inclusive Rates. The applicable GST on their quoted rates shall be borne by the corporation.

(5.02) For Indian Bidders the Rates quoted shall be "**ALL INCLUSIVE, BUT EXCLUSIVE OF GST.**"

The quotations by Indian bidders should be on "ALL INCLUSIVE, but exclusive of GST" basis. No other charges whatsoever shall be payable as additional. GST shall be paid at actual.

(5.03) Further, the component of GST should be clearly mentioned by the bidder wherever applicable.

(6.0) This is a non exclusive contract. The Corporation reserves the right to procure any service/s covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the tenderers.

(7.0) The SECTOR wise estimated requirement is for indicative purpose only and without any commitment from the Corporation.

(8.0) EARNEST MONEY DEPOSIT

(8.1) For Foreign Bidders:

The tenderer must remit the respective earnest money deposit amount, before submission of their tender to the Corporation's Bank Account (A/c. details furnished at sr. no. 3 in Section - I) towards EMD. Alternatively, in lieu of EMD, the tenderer may submit a Bank Guarantee, for the respective sum from an International Bank having their branch at Mumbai, India. The validity of the Bank Guarantee should be NINE months from the due date of the tender. The

tender should be accompanied with the Bank Swift Copy of the EMD remittance or the Bank Guarantee in lieu of EMD, as the case may be. The EMD is refundable subject to the tenderer not withdrawing their offer before decision on the tender and / or failure of the tenderer to accept the contract, if awarded.

(8.2) For Indian Bidders:

Earnest Money Deposit is payable strictly in INR for Indian Bidders. The tenderer may submit Demand Draft of respective amount drawn in favour of THE SHIPPING CORPORATION OF INDIA LTD., payable at Mumbai, India. Alternatively, in lieu of EMD, the tenderer may submit a Bank Guarantee, for a respective EMD sum from a Scheduled Bank having their branch at Mumbai. The validity of the Bank Guarantee should be NINE months from the due date of the tender. The tender should be accompanied with the Bank Swift Copy / DD of the EMD remittance or the Bank Guarantee in lieu of EMD, as the case may be. The EMD is refundable subject to the tenderer not withdrawing their offer before decision on the tender and / or failure of the tenderer to accept the contract, if awarded.

(8.3) Earnest Money Deposit:

Sectors	EMD amount For Foreign Bidders	EMD amount For Indian Bidders
Sector I (Oil Tankers & Gas carriers)	US \$ 2530/-	Rs. 176200/-
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Sector IV (Offshore & Research Vessels)	US \$ 2000/-	Rs. 140000/-
Sector V (Training Institute)	US \$ 70/-	Rs. 4650/-
Sector (I+II+III+IV+V) All Sectors	US \$ 6400/-	Rs. 446500/-

(8.4) Tenderer quoting for more than one zone may club the EMD amount for those zones for remittance or drawing DD/BG and accordingly

- Foreign Bidder: May submit the bank swift copy of the remittance made or alternatively submit the Bank Guarantee, for the total amount of EMD.
- Indian Bidder: May submit the Demand Draft or alternatively submit the Bank Guarantee, for the total amount of EMD.

(8.5) The Bank Swift Copy or the Demand Draft or the Bank Guarantee in lieu of EMD (valid for NINE months from the due date of the tender) must be enclosed with the “Technical Offer” only and details should be indicated in the Tender Form, **Part – I (SECTION IX)**.

This amount will be refunded to all unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period whichever is earlier.

(8.6) The Tenderer has the option to submit EMD in the form of Bank Guarantee (refer SECTION VIII -Bank Guarantee format of EMD).

(8.7) TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED. The decision of the Corporation on this issue will be final and binding on the tenderer.

(9.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

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

- (i) The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.

- (ii) The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.
- (iii) The tenderer seeks amendment of tender terms, or the price offer after submission of tender
- (iv) The Tenderer fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract
- (v) The tenderer violates the terms of Integrity Pact

(10.0) DISQUALIFICATION

The tender is liable to be disqualified if:

- (i) Not submitted in accordance with terms and conditions of the Tender documents.
- (ii) Not accompanied by Earnest Money Deposit in the form of Demand Draft / Bank Guarantee OR Bank Swift and Tender Fees.
- (iii) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- (iv) The Tenderer qualifies the tender with his own conditions.
- (v) Tender received in incomplete form including price schedule.
- (vi) Tender received after due date and time.
- (vii) Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- (viii) Awardee qualifying the contract on his own terms and conditions.
- (ix) Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- (x) While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as banned for a further period of two years.
- (xi) The Tenderer is found to have negative net worth during the last financial year on the basis of the audited Balance Sheet Balance Sheet/ P&L A/c for the last three Financial years submitted with the tender.
- (xii) Not accompanied by all requisite documents.
- (xiii) Non submission of Pen- drives containing sector-wise all the offered titles / videos, along with PART I(B) of the tender..
- (xiv) Canvassing in any form shall lead to disqualification.
- (xv) If tenderer is found to be in arrears or default with regard to payment of dues to Dock Labour Board/Pool and other concerned Government Agencies.

(11.0) BILLING

(11.1) The Contractor shall submit their original invoice, complete in all respect, (in duplicate) to the Finance & Accounts Division (Centralised Bill Receipt Cell - CBRC) of the Corporation, Mumbai, accompanied by:-

- (i) Copy of the SAP generated **PURCHASE ORDER** issued from the Purchase & Services Department of the Corporation for rental.
- (ii) Good Receipt /Services Receipt for the rental issued by SCI.

(11.2) Purchase Order will be raised sector wise for each vessel separately on six monthly basis.

- (11.3) Services Receipt shall also be issued sector wise-vessel wise on six monthly basis for the period the complete library remains operational. Master (For Sector I to IV) confirmation for the functioning of the Library in terms of playing of all the titles of the listed library shall be considered final in this regards.
Similarly in case of Training institute (Sector V) confirmation for functioning of the Library in terms of playing all the titles of the listed library by the in-charge of institute and any other officer of the institute shall be considered final in this regards.
- (11.4) The invoice to be raised accordingly providing the details such as Sector No. , Vessel name and list of titles of video libraries.
- (11.5) Rent to be paid from the 46th day of supply of the Libraries. Payment shall be made as per Good Receipt / Service Receipt for number of days the video library remains operational on the vessel. Deduction in rent shall be made on pro rata basis for the period the library remains non functional due to any technical defect.
- (11.6) Rent shall commence only when total number of Libraries for all the vessels per Sector, complete in all respect i.e each library must contain all the covered titles, are delivered at Shipping House, Mumbai.
In the event of failure to deliver the required libraries containing titles complete in all respect, the corporation reserves the right to withhold the payment for part supplies till the supply is fully executed.
- (11.7) Invoice to be raised six monthly basis on completion of the services. The Annual Rental rates quoted by the tenderers shall be paid in arrears on a six monthly basis in end March and end September every year.

For example: Let us assume that contact is awarded to the tenderer on 1st April 2020 and entire set of libraries being supplied on 15th April 2020. In such case the six monthly rental which will fall due on 30 September 2020 shall be paid as under:

From 16th April 2020 to 30th May 2020 – Rent free Period.

31st May 2020 to 30 September 2020 is 123 days.

Therefore, Rent payable = Annual Rent divided by 365 days and multiplied by 123 days. Assuming all days the library was operational.

In case the library remain non operational from 3 July to 7 July 2020 (for 5 days), the rent payable will be for 118 days only.

(Aforementioned dates are indicative only for ensuring clarity in understanding the terms and conditions of the contract).

- (11.8) Payment of bills will be made after due scrutiny and checking by the Bills Department within 120 days from the date of submission of bills, complete in all respects.
- (11.9) No rental shall be payable after termination or after expiry of contract period (including extension period, if any). This is applicable irrespective of collection of USB from SCI's agent by the vendor.
- (11.10) 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.
- (11.11) Bills for non-contract items should be submitted separately duly supported by copy of the SCI approval for such items, quantity and rates.

(12.0) GOOD AND SERVICE TAX CLAUSE FOR INDIAN BIDDERS

Registration & GST Rate

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

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

- a. **SCI GSTIN:** as below

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
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

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

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

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

Penalty for Non-compliance of GST Act

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

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

(13.0) EVALUATION

- (13.1) For the purpose of evaluation the rates (Sector wise annual rental per annum per library) quoted by the bidders in USD/ERUO/GBP currency shall be converted to INR (Indian Rupees) basis conversion rate declared by State bank of India for Selling TT as on the due date of the tender. In case the day is having Bank Holiday, exchange rates declared on next available bank working day will be considered.

- (13.2) **Each Sector shall be evaluated separately.** The sector wise order of competitiveness among the tenders shall be decided on the basis of annual rental rates quoted. GST shall not be considered while deciding order of competitiveness.

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

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

- (13.4) The contract shall be awarded Sector wise to **ONE** successful tenderer each sector

- (13.5) 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.

- (14.0)** Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer's capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above. Tenderers may please note that evaluation of all the tenders shall necessarily take into account-

(a) SCI's approval for offered titles for the sectors applied.

(b) Experience and performance on similar or any other contracts during past 2 (two) years out of last five years.

(c) Financial standing through audited Annual Report, Balance Sheet and Profit & Loss Account of last three years. (Positive net worth during last financial year)

- (15.0)** The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body

etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.

(16.0) The submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged/misunderstood any conditions.

(17.0) DELIVERY:

Once the tender is accepted and the contract is finalized, the tenderer will be expected to supply video libraries promptly, as per the specific sector wise requirements. Sector wise successful tenderer has to supply complete video libraries in the form of auto-playable USB at Shipping House, Mumbai within 30 days from the date of award of contract and SCI to distribute the same to various vessels / training institutes. The supply for onboard a particular ship / training institutes will be complete only when all the titles for that particular category of ship are received. The rental shall commence from the 46th day of the delivery of the auto-playable USB at Shipping House. **In case of delay in delivery of video libraries beyond 30 days, except for any reasons mentioned under "Force Majeure" clause 37.0, Corporation reserves the right to penalise the tenderer 25% of rental charges on a prorata basis per day per vessel for the number of days beyond 30 days till the date the video libraries are delivered.**

(18.0) RETURN OF MATERIALS

Immediately upon termination of the agreement, return of the USB to be made to respective SCI agents and vendors to coordinate with all concerned in this regards and arrange the pick-up there onwards on their expenses. The rent charges shall cease to be payable on completion of the contract or 30 days from the date of notification, whichever is earlier.

(19.0) VESSEL ADDITIONS/ SCRAPINGS

- i) In case any of vessel is scheduled to be scrapped /decommissioned during the duration of the contract, shall notify tenderer who has to make all arrangements to collect the USB from the vessel / SCI agent . All costs towards such return of the USB to be borne by the tenderer. The rent charges shall cease to be payable 30 days from the date of notification of such termination or un-installation of video libraries from the vessel whichever happens earlier.
- ii) If any new vessel is added to SCI's fleet, Corporation shall notify contractor and the contractor shall make all arrangements to deliver USB with all video libraries (as applicable for the respective SECTOR) immediately within 30 days at Shipping House, Mumbai. For both (i) and (ii) rent to be prorated on a daily basis for determining rentals payable to the tenderer.

(20.0) PRORATION OF RENT

All rental shall be paid on prorated basis for the period of library remains functional. The rent will be payable bi annually (end September and end March).

(21.0) NON-CONTRACT ITEMS

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

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

(23.0) RISK PURCHASE CLAUSE

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

- (i) The services are not arranged in time, or assigned job has not been completed in time, or
- (ii) The services rendered by the contractor are found unsatisfactory, or
- (iii) The services do not confirm to the quality/ specifications and updates indicated in the contract

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

(24.0) PENALTY CLAUSE

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

(I) **Involved in wrongful billing**

- (i) To issue a warning letter for 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.

(II) **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.** In case of Indian Bidder, this is to be paid by way of a submitting Bank Draft for the said amount, drawn in favour of "The Shipping Corporation of India", payable at Mumbai. In case of Foreign Bidder remittance in the Corporation's bank to be made and Swift copy to be submitted. 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. Further, Corporation reserves the right to initiate action against the Contractor as per banning guidelines of the Corporation **(Section-VII)**.

(25.0) TERMINATION CLAUSE

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

- (i) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (ii) The tenderer commits any breach of the terms of this contract / tender document.
- (iii) If any charge sheet is filed by a Competent Authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- (iv) The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines **(Section-VII)**.
- (v) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.
- (vi) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- (vii) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.
The decision of the Corporation in terminating the contract will be final and binding on the tenderer.

(26.0) BANNING GUIDELINES

The tenderer shall submit the tender along with "**Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)**", issued along with the tender document (SECTION-VII), duly signed on all pages as a token of acceptance. All pages of the

Banning Guidelines shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of **Banning Guidelines** shall be unconditional and the tenderer must not change any contents of the **Banning Guidelines**. The signed **Banning Guidelines** should be enclosed with the technical offer of the tender only. Tenders received without the signed **Banning Guidelines** shall be liable to be rejected.

(27.0) 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.

(28.0) 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.

(29.0) 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.

(30.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

(30.1) Each successful Tenderer for the respective Sector will have to deposit a Security Deposit which will be equivalent to -

5% of the annual contract value for respective Sector of vessels or Rs.10,00,000/- (Rupees Ten Lakhs only) for Indian Bidder or USD equivalent USD 14100/- (USD Fourteen Thousand One Hundred only) for Foreign bidder whichever is less.

The Security Deposit shall be paid by the successful bidder in the following manner:

For Foreign Bidder:

- (i) Bank Transfer in the Corporation's Bank Account (A/c. details furnished at SECTION –I, Sr. no. 3). OR
- (ii) In the form of Bank Guarantee, for the respective sum from an International Bank having branch at Mumbai which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.

For Indian Bidder:

- (i) Demand Draft drawn in favour of Shipping Corporation of India Ltd payable at Mumbai. OR

- (ii) In the form of Bank Guarantee, of any scheduled Bank having branch at Mumbai which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- (30.2) Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- (30.3) In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- (30.4) In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- (30.5) No interest shall be payable on the Security Deposit and Performance Guarantee.
- (30.6) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (30.7) The Security Deposit and/ or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

(31.0) VALIDITY

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

(32.0) SECURITY CLAUSE

- (32.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (32.2) 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.

(33.0) ISPS CLAUSE FOR CORPORATION'S CONTRACTORS

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

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

(35.0) WAIVER

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

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

(36.0) INDEMNITY

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

(37.0) COPYRIGHT VIOLATION & PATENT RIGHTS

The tenderer shall undertake to indemnify SCI in respect of all claims arising out of violation of any patents or copyrights, for all the items supplied by the tenderer. The tenderer shall indemnify SCI against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods and services, software (wherever applicable) or any part.

(38.0) 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.

(39.0) 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.

(40.0) CONCILIATION

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

- (40.1) 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.
- (40.2) 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).
- (40.3) 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.
- (40.4) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (40.5) 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.
- (40.6) 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.

- (40.7) 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.
- (40.8) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;
- The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- (40.9) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- (40.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCl.
- (40.11) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- (40.12) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.**

(41.0) 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.

- (41.1) An Independent External Monitors (IEM) are appointed to oversee the implementation of the Integrity Pact. The contact details of the IEM are as follows:

Dr. Sarat Kumar Acharya, Former CMD NLC India Ltd
Email ID: E-mail: sarat777@rediffmail.com

Mr. Vishnu Agarwal, Former D (F) MRPL
E-mail: agrawal.vishnu@gmail.com

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

(42.0) 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.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

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

Place:

Date:

.....

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

PART – I A

SECTION – IV

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

UNDERTAKING

We the below mentioned **tenderer** for supply of **safety training videos library with periodical updates for vessels plying worldwide and maritime training institute of SCI in India on rental basis**, hereby undertake and confirm that we are under the terms and conditions of the subject tender able to :-

- I) Supply Safety Videos Library on rental basis for vessels owned/ operated/chartered by the Corporation and/ or its subsidiary/ associate companies and also those for which the Corporation acts as Managers calling at Foreign and Indian ports as under :-

By submitting this **UNDERTAKING**, shall confirm our ability to supply contents in terms of computer based training videos with autoplayable USB operate such audio video content independently (without internet).

- II) Shall undertake to revise / update Videos and libraries content (from time to time) as per rules and regulations of IMO for the purpose of providing safety training to crews and seamen onboard ships
- III) Shall confirm on six monthly basis the updates and will provide confirmation if no updates have taken place.
- IV) Shall arrange to get the USB collected from SCI's agent after the termination of the contract on our responsibility and expenses.

We also understand that in case of any failure to supply Video Library and their updates in time, the Corporation may take necessary **penal action** against us deem fit as per the tender.

We will abide by the decision of the Corporation in this regard and shall not dispute / contest the same. This is an irrevocable and unconditional undertaking given by us to the Corporation without fear or favour, in good health and sound mind.

(Signature of the Tenderer)

With Rubber Stamp of the Firm

Place:

Date:

PART – I A

SECTION – V

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

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 & it's 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	Address: Tel No.: _____ Fax No.: _____ Office Timing- From: _____ To : _____
8)	Year and Date of Establishment of the Firm/Company	
9)	Date of commencement of business in Maritime Training Video	
10)	Is your organization, Proprietorship or Partnership or Private or Public Limited Company? Please specify. [Kindly enclose copy of Partnership Deed / Memorandum & Article of Association, Organization Chart and <u>Audited Balance Sheet, Profit & Loss Account of your company for the last three years]</u>	
11)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
12)	Whether your firm has branch offices at any other places. [If yes, furnish details]	Address: Tel No.: _____ Fax No.: _____ Office Timing- From: _____ To : _____
13)	Latest Organizational Chart [Please enclose copy]	
14)	Enclosed Pen-drive/ Independent system (VOD) with libraries for the sectors quoted for with all listed titles	YES __ NO __

15)	Names of your Important Customers to whom you have supplied, and commissioned safety training videos. Attach copies of Work Done certificates / Purchase Orders/ Contract Letters / Experience Letter issued by reputed shipping companies for all applied Sectors of Vessel by bidder.	1. 2. 3. 4. 5.
16)	State minimum experience of two years in connection with supply and commission of safety training videos consisting real life videos on board the ships and enclose proofs for same either own and/or thru' delivery agents. Kindly tick the options (Please attach copy)	Enclose proof of supply, installation and commission 1. Work order 2. Work completion certificate 3. Contract letters 4. Existing customer certification 5. Any other – Please specify:
17)	Mention the appropriate category: Whether Manufacturers / Dealers / Distributors / Agent/ any other Please state and submit the appropriate supporting. Certificate of Authenticity with license copy is mandatory for dealers, distributors, agents etc (Please attach copy)	1. Manufacturer: Certificate of Authenticity with license copy _____ 2. Dealer : Dealership Certificate copy _____ 3. Distributor : Distributorship Certificate copy _____ 4. Agent : Agency Certificate _____ 5. Any other: Please specify with supporting. _____
18)	Name(s) of your Bankers and their Address. Please attach certificate from your Bankers about financial status, credit facility available to you. (Please attach copy)	Banker's certificate
19)	Copy of audited Profit & Loss A/c and Balance Sheet for the last three years.	2019: ____ 2018: ____ 2017: ____
20)	Whether your firm is registered under Municipal / Port Authority for conduction business? [Attach Copy of registration] <u>APPLICABLE FOR INDIAN BIDDERS</u>	
21)	Whether your firm is registered with Labour Commissioner's Office (Central/State). Are you holding a valid licence issued by Labour Commissioner? [Please attach a photocopy of the same] (If no, state reasons) <u>APPLICABLE FOR INDIAN BIDDERS</u>	
22)	P.F. A/c No. : [If no number is given, give reasons] <u>APPLICABLE FOR INDIAN BIDDERS</u>	
23)	ESIC A/c No. : [If no number is given, give reasons] <u>APPLICABLE FOR INDIAN BIDDERS</u>	

24)	Permanent Account Number (PAN) of your company. (Please attach copy) <u>APPLICABLE FOR INDIAN BIDDERS</u>	PAN NO.: _____
25)	GST Number of your company. (Please attach copy) <u>APPLICABLE FOR INDIAN BIDDERS</u>	GST NO.: _____
26)	Is your firm registered under MSME? If yes: UAN no: (Enclose Udyog Aadhar Certificate duly certified by CA about its validity as on date of the tender) <u>APPLICABLE FOR INDIAN BIDDERS</u>	UAN NO.: _____
27)	Whether your firm has been disqualified by any Shipping Company at any time in the past for similar tender . If yes, state reasons.	
28)	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.	
29)	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. (If Yes, give full details)	
30)	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.	
31)	Earnest Money Deposit: Particulars of EMD payment enclosed with the Part I (Technical Offer) of the Tender	

i) EMD amount For Foreign Tenderes

Tick the Vessel Sector for which the bids are submitted:-

- Sector I (Oil Tankers & Gas carriers) - US \$ **2530**/-
- Sector II (Bulk Carriers) - US \$ **1000**/-
- Sector III (Liner & Passenger Vessels) - US \$ **800**/-
- Sector IV (Offshore & Research Vessels) - US \$ **2000**/-
- Sector V (Training Institute) - US \$ **70**/-
- Sector (I+II+III+IV+V) All Sectors - US \$ **6400**/-

ii) EMD amount For Indian Tenderes:

Tick the Vessel Sector for which the bids are submitted:-

- Sector I (Oil Tankers & Gas carriers) - Rs. **176200**/-
- Sector II (Bulk Carriers) - Rs. **70000**/-
- Sector III (Liner & Passenger Vessels) - Rs. **55650**/-
- Sector IV (Offshore & Research Vessels) - Rs. **140000**/-
- Sector V (Training Institute)- Rs. **4650**/-
- Sector (I+II+III+IV+V) All Sectors- Rs. **446500**/-

Foreign Bidder:

i) Bank Guarantee No.:
Date of validity of BG

OR

ii) Swift Payment reference details:

Swift Payment date

Drawn On Bank:

USD. _____/-

Tenderer quoting for more than one Sector may club the EMD amount for those Sectors and accordingly single EMD of total amount may be deposited

Indian Bidder:

i) Bank Guarantee No.:
Date of Issue of BG

OR

ii) Demand draft reference details:

Drawn On Bank:

INR. _____/-

Tenderer quoting for more than one Sector may club the EMD amount for those Sectors and accordingly single EMD of total amount may be deposited

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

Date: _____

Place: _____

(Signature of Tenderer with Rubber Stamp)

Full Name: _____

Designation: _____

PART – I A

SECTION – VI

TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.

DUTIES AND RESPONSIBILITIES

Tenderers are requested to go through the below mentioned requirement of scope of supply computer based training video library in autoplayable USB with annual maintenance as well as periodic updates on time to time on board vessel / MTI. The Corporation operates different types of vessels viz. oil tankers , gas carriers , bulk carriers, passenger vessels, offshore vessels , research vessels , liner vessels plying all over the globe and Indian waters as per cargo demand and trading pattern. The SECTOR WISE distinction of the vessels and the required titles per library is mentioned below.

- 1.0.** The mandatory titles of the computer based training videos libraries for various types of Sector are as under along with expected contents in the topics:

	<u>For Oil Tankers & Gas Carriers – SECTOR – I</u>
1	Fire Prevention
2	Shipboard Security
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats
4	Bunkering Operations - Safe Oil Transfer Procedures
5	Personal Safety on Deck
6	Man Overboard
7	Fighting Pollution
8	Muster Lists, Drills and Helicopter Operations
9	Killer - H2S
10	Safe Gangway & Ladder Operations
11	Death in Minutes - Rescue Techniques from confined spaces
12	Safe Hot Work Procedures
13	Accident Prevention - The Human factor
14	Piracy and Armed Robbery
15	In Search of Good Health (promoting Healthy Living Onboard)
16	Ignition Risk from Static Electricity & Stray Electrical Currents
17	Minimising Fatigue, Maximising Performance
18	Personal Safety in machinery spaces
19	Ship-Shore Interface
20	Ship to Ship Transfer
21	Maintenance of Lifeboat On-load Release Systems
22	Entering into Enclosed Spaces
23	Unsafe Act Awareness
24	Machinery Space Fires
25	Cargo Fire fighting on Liquefied Gas Carriers

	<u>For Bulk Carriers – SECTOR – II</u>
1	Fire Prevention
2	Shipboard Security
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats
4	Bunkering Operations - Safe Oil Transfer Procedures
5	Personal Safety on Deck
6	Man Overboard
7	Fighting Pollution
8	Muster Lists, Drills and Helicopter Operations
9	Killer - H2S
10	Safe Gangway & Ladder Operations
11	Death in Minutes - Rescue Techniques from confined spaces
12	Safe Hot Work Procedures
13	Personal Safety on Bulk Carriers
14	Operation and Maintenance of Hatch Covers
15	Ignition Risk from Static Electricity & Stray Electrical Currents
16	Accident Prevention - The Human factor
17	In Search of Good Health (promoting Healthy Living Onboard)
18	Maintenance of Lifeboat On-load Release Systems
19	Entering into Enclosed Spaces
20	Minimising Fatigue, Maximising Performance
21	Unsafe Act Awareness
22	Piracy and Armed Robbery
23	Machinery Space Fires
24	Manual Handling Technique
25	Personal Safety in machinery spaces

	<u>For Liner & Passenger Vessels– SECTOR – III</u>
1	Fire Prevention
2	Shipboard Security
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats
4	Bunkering Operations - Safe Oil Transfer Procedures
5	Personal Safety on Deck
6	Man Overboard
7	Fighting Pollution
8	Muster Lists, Drills and Helicopter Operations
9	Killer - H2S
10	Safe Gangway & Ladder Operations
11	Death in Minutes - Rescue Techniques from confined spaces
12	Safe Hot Work Procedures
13	Accident Prevention - The Human factor
14	Piracy and Armed Robbery
15	In Search of Good Health (promoting Healthy Living Onboard)
16	Ignition Risk from Static Electricity & Stray Electrical Currents

17	Minimising Fatigue, Maximising Performance
18	Fire Fighting on Container Ships
19	Personal Safety on Container Ships
20	Reefer Container Operations
21	Survival
22	Life rafts and Open Lifeboats
23	Personal Safety on Passenger Ships
24	Working together - Racial and Sexual Discrimination on board
25	Passenger Mustering and Crowd Management

<u>For Off-Shore & Research vessels – SECTOR – IV</u>	
1	Fire Prevention
2	Shipboard Security
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats
4	Bunkering Operations - Safe Oil Transfer Procedures
5	Personal Safety on Deck
6	Man Overboard
7	Fighting Pollution
8	Muster Lists, Drills and Helicopter Operations
9	Killer - H2S
10	Safe Gangway & Ladder Operations
11	Death in Minutes - Rescue Techniques from confined spaces
12	Safe Hot Work Procedures
13	Accident Prevention - The Human factor
14	Piracy and Armed Robbery
15	In Search of Good Health (promoting Healthy Living Onboard)
16	Ignition Risk from Static Electricity & Stray Electrical Currents
17	Minimising Fatigue, Maximising Performance
18	Personal Safety in the Accommodation
19	Rescue Boat Operation
20	Safety in offshore operations
21	Safe Offshore Cargo Transportation
22	Offshore Rescue
23	Offshore Anchor Handling
24	Manual Handling Technique
25	Personal Safety in machinery spaces

<u>For At Maritime Training Institutes [Land based] – SECTOR - V</u>	
1	Fire Prevention
2	Shipboard Security
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats
4	Bunkering Operations - Safe Oil Transfer Procedures
5	Personal Safety on Deck

6	Man Overboard
7	Fighting Pollution
8	Muster Lists, Drills and Helicopter Operations
9	Killer - H2S
10	Safe Gangway & Ladder Operations
11	Death in Minutes - Rescue Techniques from confined spaces
12	Safe Hot Work Procedures
13	Accident Prevention - The Human factor
14	Piracy and Armed Robbery
15	In Search of Good Health (promoting Healthy Living Onboard)
16	Lifeboat on Load Release Mechanisms
17	Marpol Operation Annex VI - Prevention of Air Pollution from Ships
18	Personal Safety in Galley
19	Holding Effective Drills
20	Manual Handling Technique
21	Minimising Fatigue, Maximising Performance
22	Survival
23	Waste and garbage Management
24	Cargo Fire fighting on Liquefied Gas Carriers
25	Offshore Rescue

- 2.0** The Video should have the contents for Maritime Safety Training. Tenderer needs to provide the complete pack of libraries (consisting of contents of all 25 titles) for each vessel of respective sectors in which it has quoted along with their required periodical updates for the same in form of computer based training video library in auto-playable USB functioning independently without internet.
- 3.0** Tenderer must consider one library inclusive of all contents listed 25 titles per vessel in each sector of vessels (Sector I to IV) and for Maritime Training Institute (Sector V).
- 4.0** The tenderer to submit the duly filled in Annexure (I to V) for the respective Sector for which the bid is submitted along with the list of all available titles of safety training video.
- 5.0** The videos and libraries content must be as per prevailing or revised/updated (from time to time) rules and regulations of IMO for the purpose of providing safety training to crews and seamen onboard ships. Further tenderer has to confirm on six monthly basis the updates and to give confirmation if no updates have taken place.
- 6.0** The video contents must be in compliance with STCW codes and convention and should be as per applicable international standards for seafarers' best practice presently in voyage and will have to be upgraded as and when regulations change.
- 7.0** Tenderer has to ensure that the supplied safety training video contents is durable and robust in nature and in case of any damage in any contents of the library, the successful tenderer i.e. Contractor has to replace the same without any charges during the term of the contract.

- 8.0** Maritime Training Institutes for land based delivery of libraries at present would be in one location at Powai, Mumbai.
- 9.0** After the award of contract, the successful delivery and installation of the libraries to be completed within a period of 30 days from the issue date of Purchase Order to Shipping House, Mumbai.
- 10.0** The periodic updates of the respective titles of the library shall be given by the services provider as and when the new versions are launched at no additional cost. Further tenderer has to confirm on six monthly basis the updates and to give confirmation if no updates have taken place.
- 11.0** All safety training modules shall be in English language and should cover all relevant safety aspects of title.
- 12.0** The latest additions of the titles with the service provider should be informed on regular basis.
- 13.0** The annual maintenance if any to be carried out periodically at no additional cost.
- 14.0** The return of the USB shall be made upon the termination / completion of the contract or within 30 days from the date of notification whichever is earlier to SCI agent and all arrangements to be made by the vendor to get it collected from the SCI agent.

DECLARATION

We the undersigned have perused the above mentioned Terms and Conditions and we agree to abide by them in case the contract is awarded to us.

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

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

Place:

Date:

PART – IA
SECTION – VII

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities

(1.0) Introduction.

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

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

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

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

2.0 Scope:

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

2.2 The guiding principles and processes for

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

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

2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.

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

3.0 Definitions:

In these Guidelines, unless the context otherwise requires:-

- i.** The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- 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.
 - b.** The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

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

Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.

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

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

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

4.0 Grounds for initiation of Banning Business Dealings:

- 4.1 If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.

- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10 Established litigant nature of the Entity to derive undue benefit;
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 Continued poor performance of the Agency in several contracts.

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

5.0 Initiation of Banning / Suspension:

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

6.0 Suspension of Business Dealings during Investigation period:

- 6.1** If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2** The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3** The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4** The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5** The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6** As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7** If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8** It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.
- 7.0 Banning of Business Dealings:**
- 7.1** A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may

restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.

7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings”. The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:

(i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.

(ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.

(iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.

(iv) To submit recommendations to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 9.1 and an enquiry held accordingly.

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

8.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.

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

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

9.0 Show-cause Notice:

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

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

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

a. For exonerating the Entity, if the charges are not established or

b. For removing the Entity from the list of approved Suppliers / Contactors, etc. or

c. For banning business dealings with the Entity.

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

10.0 Appeals against the Decision of the Competent Authority:

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

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

11.0 Review of the Decision by the Competent Authority

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

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

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

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

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

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

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

PART – I A

SECTION – VIII

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

Bank Guarantee in lieu of Earnest Money Deposit

To,
Sir,

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

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

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. 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 Rs. _____ 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,

Note: FOR INDIAN BIDDERS BANK GUARANTEE ON A NON-JUDICIAL Rs.500 STAMP PAPER

PART – I A

SECTION – IX

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

INTEGRITY PACT DOCUMENT

Between

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

And

_____ hereinafter referred to as "The Bidder/Contractor".

Preamble

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

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.

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

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Policy and Guidelines for Removal / Suspension / Banning of Entities". Copy of the "Policy and Guidelines for Removal / Suspension / Banning of Entities" is placed at (page Nos. 6 to 15)

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and / or Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

Section 6 – Equal treatment of all Bidders / Contractors

(1) In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor/ Monitors

(1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.

(3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

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

.....

For the Principal
(Official Seal)

Place:

Date:

.....

For the Bidder / Contractor
(Official Seal)

Witness 1:
(Signature and Name & Address)

Witness 2:
(Signature and Name & Address)

PART – I A

SECTION – X

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER

1)	DEMAND DRAFT FOR TENDER FEES	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
	(i) <u>FOR INDIAN TENDERES:</u> Rs. 2,950/- (RUPEES TWO THOUSAND NINE HUNDRED AND FIFTY) INCLUSIVE OF 18% GST	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
	(ii) <u>FOR FOREIGN BIDDERS:</u> US \$ 100/- (US DOLLAR ONE HUNDRED ONLY)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2)	a) <u>For Indian Tenderes:-</u> BANK GUARANTEE / DEMAND DRAFT FOR EARNEST MONEY DEPOSIT FOR RESPECTIVE SECTORS (I,II,III,IV,V) <u>EMD amount For Indian Tenderes:-</u> Sector I (Oil Tankers & Gas carriers) - Rs. 176200/- Sector II (Bulk Carriers) - Rs. 70000/- Sector III (Liner & Passenger Vessels) - Rs. 55650/- Sector IV (Offshore & Research Vessels) - Rs. 140000/- Sector V (Training Institute) - Rs. 4650/- Sector (I+II+III+IV+V) All Sectors - Rs. 446500/-	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
	b) <u>For Foreign Tenderes:-</u> BANK GUARANTEE / BANK TRANSFER FOR EARNEST MONEY DEPOSIT FOR RESPECTIVE SECTORS (I,II,III,IV,V) <u>EMD amount For Foreign Tenderes:-</u> Sector I (Oil Tankers & Gas carriers) - US \$ 2530/- Sector II (Bulk Carriers) - US \$ 1000/- Sector III (Liner & Passenger Vessels) - US \$ 800/- Sector IV (Offshore & Research Vessels) - US \$ 2000/- Sector V (Training Institute) - US \$ 70/- Sector (I+II+III+IV+V) All Sectors - US \$ 6400/-	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
4)	LATEST ORGANIZATION CHART OF THE COMPANY	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
5)	COPY OF CERTIFICATE OF THE REGISTRATION WITH LABOUR COMMISSIONER (INDIAN BIDDERS)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
6)	COPY OF CERTIFICATE ISSUED BY PROVIDENT FUND AUTHORITY (INDIAN BIDDERS)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
7)	COPY OF E.S.I.C. A/C NO. (INDIAN BIDDERS)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
8)	COPY OF PERMANENT ACCOUNT NUMBER (PAN) CARD (INDIAN BIDDERS)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
9)	COPY OF GOODS AND SERVICE TAX REGISTRATION NUMBER (GST) (INDIAN BIDDERS)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

10)	COPY OF M.S.M.E. CERTIFICATE WITH UAN NO. (INDIAN BIDDERS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	LAST THREE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE ISSUED BY YOUR CLIENTS FOR WHOM SERVICES ARE BEING / HAVE BEEN PROVIDED FOR TWO YEARS IN LAST FIVE YEARS ENCLOSED. WITH RESPECT OF YOUR EXPERIENCE). LIST OF COMPANIES / FIRMS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	PEN-DRIVE / VOD WITH LISTED TITLES OF SAFETY VIDEOS LIBRARIES, FOR ALL THE QUOTED SECTORS ENCLOSED	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14)	FULL STYLE WITH CONTACT DETAILS OF AGENTS AT DIFFERENT PORTS FOR ARRANGING SUPPLY & INSTALLATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
16)	COMPLETE LIST OF SAFETY VIDEO LIBRARY TITLES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
17)	DULY FILLED IN ANNEXURE – I <input type="checkbox"/> DULY FILLED IN ANNEXURE – II <input type="checkbox"/> DULY FILLED IN ANNEXURE – III <input type="checkbox"/> DULY FILLED IN ANNEXURE – IV <input type="checkbox"/> DULY FILLED IN ANNEXURE – V <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
18)	CERTIFICATE OF AUTHENTICITY WITH LICENSE COPY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
19)	CERTIFICATE OF MANUFACTURING <input type="checkbox"/> CERTIFICATE OF DEALERSHIP <input type="checkbox"/> CERTIFICATE OF DISTRIBUTORSHIP <input type="checkbox"/> CERTIFICATE OF AGENCY <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
20)	COMPANY DETAILS FOR VENDOR CREATION NAME COMPLETE ADDRESS CITY POSTAL CODE TELEPHONE FAX MOBILE CONTACT PERSON EMAIL	YES <input type="checkbox"/>	NO <input type="checkbox"/>
21)	BANK DETAILS COPY OF BLANK CHEQUE BANK NAME BANK BRANCH BANK ADDRESS A/C HOLDER NAME A/C NUMBER BANK A/C CURRENCY IFSC CODE	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE: The bidders may kindly ensure to attach the above documents with Technical Tender, Part I (A), (B) and (C), in the sequence given above and mention YES or NO by tick marking.

PART – I B SECTION – A

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

DETAILS OF OFFERED TITLES FOR SECTOR – I: OIL TANKERS & GAS CARRIERS

Sr	SECTOR – I REQUIRED TITLES	Offered Equivalent Titles	Brief Contents
1	Fire Prevention		
2	Shipboard Security		
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats		
4	Bunkering Operations - Safe Oil Transfer Procedures		
5	Personal Safety on Deck		
6	Man Overboard		
7	Fighting Pollution		
8	Muster Lists, Drills and Helicopter Operations		
9	Killer - H2S		
10	Safe Gangway & Ladder Operations		
11	Death in Minutes - Rescue Techniques from confined spaces		
12	Safe Hot Work Procedures		
13	Accident Prevention - The Human factor		
14	Piracy and Armed Robbery		
15	In Search of Good Health (promoting Healthy Living Onboard)		
16	Ignition Risk from Static Electricity & Stray Electrical Currents		
17	Minimising Fatigue, Maximising Performance		
18	Personal Safety in machinery spaces		
19	Ship-Shore Interface		
20	Ship to Ship Transfer		
21	Maintenance of Lifeboat On-load Release Systems		
22	Entering into Enclosed Spaces		
23	Unsafe Act Awareness		
24	Machinery Space Fires		
25	Cargo Fire fighting on Liquefied Gas Carriers		

Contents equivalent of above listed titles are mandatory to be available with the bidder. If any, equivalent titles are not available with the tenderer, then SCI may consider selecting appropriate titles (in equal numbers) from tender's complete list of titles.

List of all the available titles of safety videos of the tenderer to be enclosed.

	TITLE CONTENT EXPECTED FOR OIL TANKERS & GAS CARRIERS: SECTOR – I
1	Fire Prevention: <i>Covering various categories of fires, sources, and prevention methods. Identifying common problem areas and situations with remedies.</i>
2	Shipboard Security: <i>The approach method of safety planning and proper supervision of procedure to follow. Building encouraging environment for following safety procedures.</i>
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats: <i>Detailed training for handling emergencies as well as successful drilled evacuation. Focus on timely on-site maintenance.</i>
4	Bunkering Operations - Safe Oil Transfer Procedures: <i>Safety procedure during bunkering operations. Risk assessment and management process.</i>
5	Personal Safety on Deck: <i>Detail covering various types of possible accidents and correct procedure. Also highlighting the damage that these accidents can cause.</i>
6	Man Overboard: <i>Prevention plan, maneuvering techniques for search, assisting the victim, rescue person, rescue craft, immediate care and recovery techniques.</i>
7	Fighting Pollution: <i>Awareness of various amendments and MARPOL regulations. Procedure of discarding banned substances, Garbage management plan and methods for minimizing the risk.</i>
8	Muster Lists, Drills and Helicopter Operations: <i>Importance of Mustering and correct procedure of accounting for everybody on the ship. Conducting effective emergency drills. Basic helicopter safety operation and procedure of winching area.</i>
9	Killer - H2S: <i>Guiding the details about the specific nature of the Lethal gas like H2S. Vigilant procedure and precautions to be taken.</i>
10	Safe Gangway & Ladder Operations: <i>Causes of boarding accidents. Importance of good preparations, risk assessment. The process to rig gangways and ladders correctly. Identifying variety of boarding situations: in port and at sea, and on ships with a freeboard with need for regular inspection and maintenance</i>
11	Death in Minutes - Rescue Techniques from confined spaces: <i>Focuses on techniques.</i>
12	Safe Hot Work Procedures: <i>Risk assessment process for permitting necessary and unavoidable hot work. The preparation process like isolation of the area where the Hot Work is going to be performed. Focusing on the legal and safety parameters in force on board ship</i>
13	Accident Prevention - The Human factor: <i>Managing Human factor for preventing accident</i>
14	Piracy and Armed Robbery: <i>In depth updated guide on the topic for preparation to transit in HRA</i>
15	In Search of Good Health (promoting Healthy Living Onboard): <i>Guide to maintain health and a good standard of fitness by adopting a easy daily routine which is simple, practical and highly beneficial for the seafarers.</i>
16	Ignition Risk from Static Electricity & Stray Electrical Currents: <i>In dept guide on the topic</i>
17	Minimising Fatigue, Maximising Performance: <i>Acknowledging the risk related to physical and mental fatigue. Identifying the reasons and symptoms. Managing to ensure maximum individual performance. Methods of boosting efficiency, safety and morale.</i>
18	Personal Safety in machinery spaces: <i>Importance of correct protective clothing and hazard management. Prevention of likely accidents and hazards.</i>
19	Ship-Shore Interface: <i>Building confidence between ship and shore personnel on a proper professional for completion of the ship-shore safety checklist. Inspection to ensure all valves, flanges, pumps and other items are correctly positioned and working properly.</i>
20	Ship to Ship Transfer: <i>Safety technique focusing in open sea as well and at the busy ports.</i>
21	Maintenance of Lifeboat On-load Release Systems: <i>In dept guide on the topic</i>
22	Entering into Enclosed Spaces: <i>Describing the typical risks arising from working in enclosed spaces. To address the requirements of the various International regulation and recommendations</i>
23	Unsafe Act Awareness: <i>Unsafe acts and conditions, and avoiding them. Developing working atmosphere for making safety a habit rather than an obligation for everyone on board.</i>
24	Machinery Space Fires: <i>Awareness specific to fires in machinery space</i>
25	Cargo Fire fighting on Liquefied Gas Carriers: <i>Details about types of cargos, their temperature and pressure factor to effective</i>

PART – I B SECTION – B

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

DETAILS OF OFFERED TITLE FOR SECTOR - II: BULK CARRIERS

Sr	SECTOR – II REQUIRED TITLES	Offered Equivalent Titles	Brief Contents
1	Fire Prevention		
2	Shipboard Security		
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats		
4	Bunkering Operations - Safe Oil Transfer Procedures		
5	Personal Safety on Deck		
6	Man Overboard		
7	Fighting Pollution		
8	Muster Lists, Drills and Helicopter Operations		
9	Killer - H2S		
10	Safe Gangway & Ladder Operations		
11	Death in Minutes - Rescue Techniques from confined spaces		
12	Safe Hot Work Procedures		
13	Personal Safety on Bulk Carriers		
14	Operation and Maintenance of Hatch Covers		
15	Ignition Risk from Static Electricity & Stray Electrical Currents		
16	Accident Prevention - The Human factor		
17	In Search of Good Health (promoting Healthy Living Onboard)		
18	Maintenance of Lifeboat On-load Release Systems		
19	Entering into Enclosed Spaces		
20	Minimising Fatigue, Maximising Performance		
21	Unsafe Act Awareness		
22	Piracy and Armed Robbery		
23	Machinery Space Fires		
24	Manual Handling Technique		
25	Personal Safety in machinery spaces		

Contents equivalent of above listed titles are mandatory to be available with the bidder. If any, equivalent titles are not available with the tenderer, then SCI may consider selecting appropriate titles (in equal numbers) from tender's complete list of titles.

List of all the available titles of safety videos of the tenderer to be enclosed.

	TITLE CONTENT EXPECTED FOR BULK CARRIERS: SECTOR – II
1	Fire Prevention: <i>Covering various categories of fires, sources, and prevention methods. Identifying common problem areas and situations with remedies.</i>
2	Shipboard Security: <i>The approach method of safety planning and proper supervision of procedure to follow. Building encouraging environment for following safety procedures.</i>
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats: <i>Detailed training for handling emergencies as well as successful drilled evacuation. Focus on timely on-site maintenance.</i>
4	Bunkering Operations - Safe Oil Transfer Procedures: <i>Safety procedure during bunkering operations. Risk assessment and management process.</i>
5	Personal Safety on Deck: <i>Detail covering various types of possible accidents and correct procedure. Also highlighting the damage that these accidents can cause.</i>
6	Man Overboard: <i>Prevention plan, maneuvering techniques for search, assisting the victim, rescue person, rescue craft, immediate care and recovery techniques.</i>
7	Fighting Pollution: <i>Awareness of various amendments and MARPOL regulations. Procedure of discarding banned substances, Garbage management plan and methods for minimizing the risk.</i>
8	Mustering Lists, Drills and Helicopter Operations: <i>Importance of Mustering and correct procedure of accounting for everybody on the ship. Conducting effective emergency drills. Basic helicopter safety operation and procedure of winching area.</i>
9	Killer - H2S: <i>Guiding the details about the specific nature of the Lethal gas like H2S. Vigilant procedure and precautions to be taken.</i>
10	Safe Gangway & Ladder Operations: <i>Causes of boarding accidents. Importance of good preparations, risk assessment. The process to rig gangways and ladders correctly. Identifying variety of boarding situations: in port and at sea, and on ships with a freeboard with need for regular inspection and maintenance</i>
11	Death in Minutes - Rescue Techniques from confined spaces: <i>Focuses on techniques.</i>
12	Safe Hot Work Procedures: <i>Risk assessment process for permitting necessary and unavoidable hot work. The preparation process like isolation of the area where the Hot Work is going to be performed. Focusing on the legal and safety parameters in force on board ship</i>
13	Personal Safety on Bulk Carriers: <i>Safety precautions, clothing and gears. Risk associated with cargos and procedure. Importance of personal safety.</i>
14	Operation and Maintenance of Hatch Covers: <i>Safety opening and closing procedure, regular maintenance, red flags for rubber seals, water hose and ultrasonic tests.</i>
15	Ignition Risk from Static Electricity & Stray Electrical Currents: <i>In dept guide on the topic</i>
16	Accident Prevention - The Human factor: <i>Managing Human factor for preventing accident</i>
17	In Search of Good Health (promoting Healthy Living Onboard): <i>Guide to maintain health and a good standard of fitness by adopting a easy daily routine which is simple, practical and highly beneficial for the seafarers.</i>
18	Maintenance of Lifeboat On-load Release Systems: <i>In dept guide on the topic</i>
19	Entering into Enclosed Spaces: <i>Describing the typical risks arising from working in enclosed spaces. To address the requirements of the various International regulation and recommendations</i>
20	Minimising Fatigue, Maximising Performance: <i>Acknowledging the risk related to physical and mental fatigue. Identifying the reasons and symptoms. Managing to ensure maximum individual performance. Methods of boosting efficiency, safety and morale.</i>
21	Unsafe Act Awareness: <i>Unsafe acts and conditions, and avoiding them. Developing working atmosphere for making safety a habit rather than an obligation for everyone on board.</i>
22	Piracy and Armed Robbery: <i>In depth updated guide on the topic for preparation to transit in HRA</i>
23	Machinery Space Fires: <i>Awareness specific to fires in machinery space</i>
24	Manual Handling Technique: <i>In dept guide on the topic</i>
25	Personal Safety in machinery spaces: <i>Importance of correct protective clothing and hazard management. Prevention of likely accidents and hazards.</i>

PART – I B SECTION – C

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

DETAILS OF OFFERED TITLE FOR SECTOR - III: LINER & PASSENGERS VESSELS

Sr	SECTOR – III REQUIRED TITLES	Offered Equivalent Titles	Brief Contents
1	Fire Prevention		
2	Shipboard Security		
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats		
4	Bunkering Operations - Safe Oil Transfer Procedures		
5	Personal Safety on Deck		
6	Man Overboard		
7	Fighting Pollution		
8	Muster Lists, Drills and Helicopter Operations		
9	Killer - H2S		
10	Safe Gangway & Ladder Operations		
11	Death in Minutes - Rescue Techniques from confined spaces		
12	Safe Hot Work Procedures		
13	Accident Prevention - The Human factor		
14	Piracy and Armed Robbery		
15	In Search of Good Health (promoting Healthy Living Onboard)		
16	Ignition Risk from Static Electricity & Stray Electrical Currents		
17	Minimising Fatigue, Maximising Performance		
18	Fire Fighting on Container Ships		
19	Personal Safety on Container Ships		
20	Reefer Container Operations		
21	Survival		
22	Life rafts and Open Lifeboats		
23	Personal Safety on Passenger Ships		
24	Working together - Racial and Sexual Discrimination on board		
25	Passenger Mustering and Crowd Management		

Contents equivalent of above listed titles are mandatory to be available with the bidder. If any, equivalent titles are not available with the tenderer, then SCI may consider selecting appropriate titles (in equal numbers) from tender's complete list of titles.

List of all the available titles of safety videos of the tenderer to be enclosed.

	TITLE CONTENT EXPECTED FOR LINER & PASSENGER VESSELS– SECTOR – III
1	Fire Prevention: <i>Covering various categories of fires, sources, and prevention methods. Identifying common problem areas and situations with remedies.</i>
2	Shipboard Security: <i>The approach method of safety planning and proper supervision of procedure to follow. Building encouraging environment for following safety procedures.</i>
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats: <i>Detailed training for handling emergencies as well as successful drilled evacuation. Focus on timely on-site maintenance.</i>
4	Bunkering Operations - Safe Oil Transfer Procedures: <i>Safety procedure during bunkering operations. Risk assessment and management process.</i>
5	Personal Safety on Deck: <i>Detail covering various types of possible accidents and correct procedure. Also highlighting the damage that these accidents can cause.</i>
6	Man Overboard: <i>Prevention plan, maneuvering techniques for search, assisting the victim, rescue person, rescue craft, immediate care and recovery techniques.</i>
7	Fighting Pollution: <i>Awareness of various amendments and MARPOL regulations. Procedure of discarding banned substances, Garbage management plan and methods for minimizing the risk.</i>
8	Mustering Lists, Drills and Helicopter Operations: <i>Importance of Mustering and correct procedure of accounting for everybody on the ship. Conducting effective emergency drills. Basic helicopter safety operation and procedure of winching area.</i>
9	Killer - H2S: <i>Guiding the details about the specific nature of the Lethal gas like H2S. Vigilant procedure and precautions to be taken.</i>
10	Safe Gangway & Ladder Operations: <i>Causes of boarding accidents. Importance of good preparations, risk assessment. The process to rig gangways and ladders correctly. Identifying variety of boarding situations: in port and at sea, and on ships with a freeboard with need for regular inspection and maintenance</i>
11	Death in Minutes - Rescue Techniques from confined spaces: <i>Focuses on techniques.</i>
12	Safe Hot Work Procedures: <i>Risk assessment process for permitting necessary and unavoidable hot work. The preparation process like isolation of the area where the Hot Work is going to be performed. Focusing on the legal and safety parameters in force on board ship</i>
13	Accident Prevention - The Human factor : <i>Managing Human factor for preventing accident</i>
14	Piracy and Armed Robbery: <i>In depth updated guide on the topic for preparation to transit in HRA</i>
15	In Search of Good Health (promoting Healthy Living Onboard): <i>Guide to maintain health and a good standard of fitness by adopting a easy daily routine which is simple, practical and highly beneficial for the seafarers.</i>
16	Ignition Risk from Static Electricity & Stray Electrical Currents: <i>In dept guide on the topic</i>
17	Minimising Fatigue, Maximising Performance: <i>Acknowledging the risk related to physical and mental fatigue. Identifying the reasons and symptoms. Managing to ensure maximum individual performance. Methods of boosting efficiency, safety and morale.</i>
18	Fire Fighting on Container Ships: <i>Highlighting the differences in fighting container fires compared to open fires. Steps involved from preparation for fighting the fire to de-briefing session after the incident.</i>
19	Personal Safety on Container Ships: <i>Safety precautions, clothing and gears. Risk associated with cargos and procedure. Importance of personal safety.</i>
20	Reefer Container Operations: <i>Explaining refrigerant cycle, Process of cold treatment, controlled atmosphere and super freezer and correct operations.</i>
21	Survival: <i>Up to date guidance by the IMO and MCA.</i>
22	Life rafts and Open Lifeboats: <i>In dept guide on the topic</i>
23	Personal Safety on Passenger Ships: <i>Preparing crew for passenger's safety. Making the passenger's aware about life jackets and safety gears in case of emergency.</i>
24	Working together - Racial and Sexual Discrimination on board: <i>Deal with racial & sexual discrimination. Highlight difficulties that arise with different nationalities and sex work together. Guidance to work out an acceptable code of behavior, with mutual respect, regardless of gender or culture.</i>
25	Passenger Mustering and Crowd Management: <i>In dept guide on the topic.</i>

PART – I B SECTION – D
TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.

DETAILS OF OFFERED TITLE FOR SECTOR - IV: OFFSHORE & RESEARCH VESSELS

Sr	SECTOR – IV REQUIRED TITLES	Offered Equivalent Titles	Brief Contents
1	Fire Prevention		
2	Shipboard Security		
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats		
4	Bunkering Operations - Safe Oil Transfer Procedures		
5	Personal Safety on Deck		
6	Man Overboard		
7	Fighting Pollution		
8	Muster Lists, Drills and Helicopter Operations		
9	Killer - H2S		
10	Safe Gangway & Ladder Operations		
11	Death in Minutes - Rescue Techniques from confined spaces		
12	Safe Hot Work Procedures		
13	Accident Prevention - The Human factor		
14	Piracy and Armed Robbery		
15	In Search of Good Health (promoting Healthy Living Onboard)		
16	Ignition Risk from Static Electricity & Stray Electrical Currents		
17	Minimising Fatigue, Maximising Performance		
18	Personal Safety in the Accommodation		
19	Rescue Boat Operation		
20	Safety in offshore operations		
21	Safe Offshore Cargo Transportation		
22	Offshore Rescue		
23	Offshore Anchor Handling		
24	Manual Handling Technique		
25	Personal Safety in machinery spaces		

Contents equivalent of above listed titles are mandatory to be available with the bidder. If any, equivalent titles are not available with the tenderer, then SCI may consider selecting appropriate titles (in equal numbers) from tender's complete list of titles.

List of all the available titles of safety videos of the tenderer to be enclosed.

	TITLE CONTENT EXPECTED FOR OFF-SHORE & RESEARCH VESSELS – SECTOR – IV
1	Fire Prevention: <i>Covering various categories of fires, sources, and prevention methods. Identifying common problem areas and situations with remedies.</i>
2	Shipboard Security: <i>The approach method of safety planning and proper supervision of procedure to follow. Building encouraging environment for following safety procedures.</i>
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats: <i>Detailed training for handling emergencies as well as successful drilled evacuation. Focus on timely on-site maintenance.</i>
4	Bunkering Operations - Safe Oil Transfer Procedures: <i>Safety procedure during bunkering operations. Risk assessment and management process.</i>
5	Personal Safety on Deck: <i>Detail covering various types of possible accidents and correct procedure. Also highlighting the damage that these accidents can cause.</i>
6	Man Overboard: <i>Prevention plan, maneuvering techniques for search, assisting the victim, rescue person, rescue craft, immediate care and recovery techniques.</i>
7	Fighting Pollution: <i>Awareness of various amendments and MARPOL regulations. Procedure of discarding banned substances, Garbage management plan and methods for minimizing the risk.</i>
8	Mustering Lists, Drills and Helicopter Operations: <i>Importance of Mustering and correct procedure of accounting for everybody on the ship. Conducting effective emergency drills. Basic helicopter safety operation and procedure of winching area.</i>
9	Killer - H2S: <i>Guiding the details about the specific nature of the Lethal gas like H2S. Vigilant procedure and precautions to be taken.</i>
10	Safe Gangway & Ladder Operations: <i>Causes of boarding accidents. Importance of good preparations, risk assessment. The process to rig gangways and ladders correctly. Identifying variety of boarding situations: in port and at sea, and on ships with a freeboard with need for regular inspection and maintenance</i>
11	Death in Minutes - Rescue Techniques from confined spaces: <i>Focuses on techniques.</i>
12	Safe Hot Work Procedures: <i>Risk assessment process for permitting necessary and unavoidable hot work. The preparation process like isolation of the area where the Hot Work is going to be performed. Focusing on the legal and safety parameters in force on board ship</i>
13	Accident Prevention - The Human factor : <i>Managing Human factor for preventing accident</i>
14	Piracy and Armed Robbery: <i>In depth updated guide on the topic for preparation to transit in HRA</i>
15	In Search of Good Health (promoting Healthy Living Onboard): <i>Guide to maintain health and a good standard of fitness by adopting a easy daily routine which is simple, practical and highly beneficial for the seafarers.</i>
16	Ignition Risk from Static Electricity & Stray Electrical Currents: <i>In dept guide on the topic</i>
17	Minimising Fatigue, Maximising Performance: <i>Acknowledging the risk related to physical and mental fatigue. Identifying the reasons and symptoms. Managing to ensure maximum individual performance. Methods of boosting efficiency, safety and morale.</i>
18	Personal Safety in the Accommodation: <i>Disciple guide for following safety and hygiene in accommodation for personal as well as for others on board.</i>
19	Rescue Boat Operation: <i>Covering various types of rescue boats available and rescue operations</i>
20	Safety in offshore operations: <i>Identifying the issues and complete guide for safe operations.</i>
21	Safe Offshore Cargo Transportation: <i>Identifying problems involved in moving cargo between installation and vessel. Handling safe packing of cargo at shore as well as at offshore. Timely and effective communication of relevant information to all concerned. Preparation of efficient stowage plan with respect to the physical limitations of the vessel, it's cranes and specification of the cargo</i>
22	Offshore Rescue: <i>In dept guide on the topic</i>
23	Offshore Anchor Handling: <i>Complete guide to understand the various factors of working on board an anchor handling vessel. Developing expertise.</i>
24	Manual Handling Technique: <i>Identify the risks and incorrect ways of lifting loads that can lead to serious injury. Proper risk assessment and right manner of handling manual working techniques.</i>
25	Personal Safety in machinery spaces: <i>Importance of correct protective clothing and hazard management. Prevention of likely accidents and hazards.</i>

PART – I B SECTION – E

**TENDER FOR HIRING SAFETY TRAINING VIDEOS LIBRARY WITH PERIODICAL UPDATES FOR VESSELS
PLYING WORLDWIDE AND MARITIME TRAINING INSTITUTES OF SCI IN INDIA ON RENTAL BASIS.**

DETAILS OF OFFERED TITLE FOR SECTOR - V: MARITIME TRAINING INSTITUTE

Sr	SECTOR – V REQUIRED TITLES	Offered Equivalent Titles	Brief Contents
1	Fire Prevention		
2	Shipboard Security		
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats		
4	Bunkering Operations - Safe Oil Transfer Procedures		
5	Personal Safety on Deck		
6	Man Overboard		
7	Fighting Pollution		
8	Muster Lists, Drills and Helicopter Operations		
9	Killer - H2S		
10	Safe Gangway & Ladder Operations		
11	Death in Minutes - Rescue Techniques from confined spaces		
12	Safe Hot Work Procedures		
13	Accident Prevention - The Human factor		
14	Piracy and Armed Robbery		
15	In Search of Good Health (promoting Healthy Living Onboard)		
16	Lifeboat on Load Release Mechanisms		
17	Marpol Operation Annex VI - Prevention of Air Pollution from Ships		
18	Personal Safety in Galley		
19	Holding Effective Drills		
20	Manual Handling Technique		
21	Minimising Fatigue, Maximising Performance		
22	Survival		
23	Waste and garbage Management		
24	Cargo Fire fighting on Liquefied Gas Carriers		
25	Offshore Rescue		

Contents equivalent of above listed titles are mandatory to be available with the bidder. If any, equivalent titles are not available with the tenderer, then SCI may consider selecting appropriate titles (in equal numbers) from tender's complete list of titles.

List of all the available titles of safety videos of the tenderer to be enclosed.

	TITLE CONTENT EXPECTED FOR AT MARITIME TRAINING INSTITUTES [LAND BASED] – SECTOR - V
1	Fire Prevention: <i>Covering various categories of fires, sources, and prevention methods. Identifying common problem areas and situations with remedies.</i>
2	Shipboard Security: <i>The approach method of safety planning and proper supervision of procedure to follow. Building encouraging environment for following safety procedures.</i>
3	Enclosed Lifeboats, Freefall Lifeboats and Rescue Boats: <i>Detailed training for handling emergencies as well as successful drilled evacuation. Focus on timely on-site maintenance.</i>
4	Bunkering Operations - Safe Oil Transfer Procedures: <i>Safety procedure during bunkering operations. Risk assessment and management process.</i>
5	Personal Safety on Deck: <i>Detail covering various types of possible accidents and correct procedure. Also highlighting the damage that these accidents can cause.</i>
6	Man Overboard: <i>Prevention plan, maneuvering techniques for search, assisting the victim, rescue person, rescue craft, immediate care and recovery techniques.</i>
7	Fighting Pollution: <i>Awareness of various amendments and MARPOL regulations. Procedure of discarding banned substances, Garbage management plan and methods for minimizing the risk.</i>
8	Mustering Lists, Drills and Helicopter Operations: <i>Importance of Mustering and correct procedure of accounting for everybody on the ship. Conducting effective emergency drills. Basic helicopter safety operation and procedure of winching area.</i>
9	Killer - H2S: <i>Guiding the details about the specific nature of the Lethal gas like H2S. Vigilant procedure and precautions to be taken.</i>
10	Safe Gangway & Ladder Operations: <i>Causes of boarding accidents. Importance of good preparations, risk assessment. The process to rig gangways and ladders correctly. Identifying variety of boarding situations: in port and at sea, and on ships with a freeboard with need for regular inspection and maintenance</i>
11	Death in Minutes - Rescue Techniques from confined spaces: <i>Focuses on techniques.</i>
12	Safe Hot Work Procedures: <i>Risk assessment process for permitting necessary and unavoidable hot work. The preparation process like isolation of the area where the Hot Work is going to be performed. Focusing on the legal and safety parameters in force on board ship</i>
13	Accident Prevention - The Human factor : <i>Managing Human factor for preventing accident</i>
14	Piracy and Armed Robbery: <i>In depth updated guide on the topic for preparation to transit in HRA</i>
15	In Search of Good Health (promoting Healthy Living Onboard): <i>Guide to maintain health and a good standard of fitness by adopting a easy daily routine which is simple, practical and highly beneficial for the seafarers.</i>
16	Lifeboat on Load Release Mechanisms: <i>Detail coverage of release gears and mode of operation. Procedure and effective maintenance. Differences in techniques during drill and in case of emergencies</i>
17	Marpol Operation Annex - Prevention of Air Pollution from Ships: <i>Updated MARPOL regulation and maintaining effective checklists.</i>
18	Personal Safety in Galley: <i>Importance of Galley safety. Focus of use, storage, hygiene and holding equipments at Galley. Kitchen safety..</i>
19	Holding Effective Drills: <i>Importance of effective drills and correct procedure to follow in emergencies</i>
20	Manual Handling Technique: <i>Identify the risks and incorrect ways of lifting loads that can lead to serious injury. Proper risk assessment and right manner of handling manual working techniques.</i>
21	Minimising Fatigue, Maximising Performance: <i>Acknowledging the risk related to physical and mental fatigue. Identifying the reasons and symptoms. Managing to ensure maximum individual performance. Methods of boosting efficiency, safety and morale.</i>
22	Survival: <i>Up to date guidance by the IMO and MCA.</i>
23	Waste and garbage Management: <i>Focus on minimizing and disposal in port reception. Maintaining Garbage record book. Focus on MARPOL regulations</i>
24	Cargo Fire fighting on Liquefied Gas Carriers: <i>Details about types of cargos, their temperature and pressure factor to effective</i>
25	Offshore Rescue: <i>In dept guide on the topic</i>

