



**The Shipping Corporation of India Ltd.**  
**Technical and offshore services division**

TENDER REF. NO.:	<b>T&amp;OS/NGHM/_/2024(RFx No. 9000045660)</b>
TENDER TITLE:	<b><u>E-Tender for selection of designer for conversion of one or two 120T BP AHTS vessel(s) to run on Green Methanol.</u></b>
PLACE OF WORK TO BE PERFORMED	<b><u>Drydock In India</u></b>
DUE DATE & TIME	<b><u>31/07/2024, 17:00 HOURS (IST)</u></b>
TENDER FEE	<b>Rs. 1500 + 18% GST Rs. 270 = Rs. 1770/- (Rupees One thousand seven hundred and seventy only)</b>
EARNEST MONEY DEPOSIT (EMD)	<b>Rs. 1,80,000/- (Rupees One lakh eighty thousand only) valid for a period of 45 days beyond final bid validity period</b>

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## **PART - I**

### **SECTION – I**

#### **E-TENDER FOR SELECTION OF DESIGNER FOR CARRYING OUT DETAILED DESIGN FOR CONVERSION OF ONE OR TWO 120T BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL**

##### **GENERAL INFORMATION**

- (1.0) E-tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “the Corporation”) for selection of Designer for carrying out the Basic and detailed design of all modifications pertaining to retrofit of 120 T BP AHTS vessel(s) to run the main engines on Methanol and obtaining class approvals of same.
- (2.0) SCI is intending to retrofit 120T BP AHTS vessel(s) to run on Green Methanol. The vessel is fitted with 2 x 4000 KW Wartsila W8L32 4-stroke engines to operate on Methanol as fuel, as well as providing the vessel with necessary auxiliary and safety systems to enable safe operation when running on Methanol. The OEM has the technology available for conversion these engines. OEM has carried out detailed feasibility study for subject vessel. The conceptual General arrangement for the retrofit option is attached in Annexure to Tender document. As per the concept, the six round mud tanks ( Three (3) no’s each on P&S) are replaced with rectangular tanks for storage of methanol, the Fuel preparation room is located on Main deck Port side, Bunker skids are raised to level of cargo rail on Port and Stbd and Inert gas room is intended to be placed on Tween deck (P). The expected volume of methanol after conversion is 445 m3. Transfer pumps will transfer fuel from storage to service tanks and will be placed in cofferdam with access from FSS room. The Low pressure supply pump/system (LPSS) shall transfer fuel from service tank to Methanol fuel pump unit (MFPU) via fuel valve train (FVT) to supply methanol to Main engines at pressure of approx. 600 bar. Notably the service tank, LPSS, FVT and MFPU are located inside the Fuel preparation room. Bilge and drain tanks will be below FO storage tanks in DB. The selected vendor shall be provided with all engine related schematics as supplied by OEM for development of detailed drawings. GA Plan of vessel is enclosed.

##### **(2.0) TENDER FEES**

- a) The digitally signed tender is available on our e-tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for log-in to the e-tender portal). Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.
- b) Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online.

Tender fees in the form of electronic remittance of **Rs. 1500 + 18% GST Rs. 270 = Rs. 1770/- (Rupees One thousand seven hundred and seventy only)** to the Corporation’s Bank Account (details mentioned at **Clause 7 of section III** should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

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

(3.0) Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES**” in respect of items indicated in the tender form excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.

(a) **DUE DATE:** Tenderers to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 31.07.2024**, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.

(b) Only online e-tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD in the form of INR should be deposited through electronic remittance to the Shipping Corporation’s Bank Account (details mentioned at **clause 7.0 of section III**) towards Tender Fees and EMD. EMD in form of Bank Guarantee is also acceptable.

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

The Tender response/bids for subject tender (**RFx: 9000045660**) has to be uploaded in two parts Part I (Technical Offer) is available as in Technical RFx > Folder > Public > Technical Docs.–  
The Tender Forms are issued in two parts:

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

<b>SECTION – I:</b>	<b><u>GENERAL INFORMATION</u></b>
<b>SECTION – II:</b>	<b><u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u></b>
<b>SECTION – III:</b>	<b><u>GENERAL TERMS AND CONDITIONS</u></b>
<b>SECTION – IV:</b>	<b><u>FORM OF PARTICULARS</u></b>
<b>SECTION – V:</b>	<b><u>SCOPE OF WORK &amp; TECHNICAL SPECIFICATIONS</u></b>
<b>SECTION – VI:</b>	<b><u>DUTIES &amp; RESPONSIBILITIES</u></b>
<b>SECTION – VII:</b>	<b><u>BANK GUARANTEE FORMAT FOR EMD</u></b>
<b>SECTION – VIII:</b>	<b><u>LIST OF DOCUMENTS TO BE ATTACHED</u></b>
<b>SECTION – IX:</b>	<b><u>INTEGRITY PACT</u></b>
<b>SECTION – X:</b>	<b><u>BANNING GUIDELINES</u></b>
<b>SECTION – XI:</b>	<b><u>GOVERNMENT OF INDIA GUIDELINES</u></b>
<b>ANNEX:</b>	<b>SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE FORMAT AND OPTIONS FOR RETROFIT</b>

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

#### **PRICE OFFER FOR SUBMISSION OF QUOTATION**

**Price Bid (Part II) for submission of quotation: Kindly quote total cost of Two (2) vessels in the price bid. In the bidders comment section: Indicate break-up of price bid with cost of Basic and detailed design for 1<sup>st</sup> vessel, basic & detailed design item for sister vessel, Class approvals for 1<sup>st</sup> vessel and Class approvals for sister vessel. The GST and applicable taxes to be indicated separately.**

**Note: In order to calculate final price and decide L1, Grand Total of both vessels in price bid will be considered.**

**Prices should be quoted strictly as per price format**

**The Second vessel is sister vessel of first vessel and to be quoted accordingly.**

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

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

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

All the rates/ quotations/ bids to be filled only in Price Offer (Part – II) which is uploaded in the ‘Attachments’ tab. Kindly download the Price Offer from the ‘Attachments’ tab. After filling in the rates, upload the Price Offer back in the ‘Attachments’ tab.

**Please ensure that the Price Offer (Part-II) is not uploaded in ‘Technical RFX of the tender’.**

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

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

Create RFX Response > Technical RFX response >

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

Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, it should be digitally signed with Class III-B digital signature procured from the licensed CA only. The bidder can scan the Technical Offer (Part - I) and all other documents as single file or separate individual files, in which case each individual scanned file should be digitally signed before uploading. The digitally signed (.sig) files may then be uploaded at respective folders as mentioned above. **Due date 31.07.2024 (1700 Hrs). File size not to exceed 45 MB.**

**Price Offer (Part –II) should be uploaded in system only. The same should be uploaded with Technical Offer ‘Notes and Attachments’ Tab. Format of price offer should be same as the format indicated in tender. Deviations are not allowed.**

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

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

- (4.4) Bidders intending to participate in this Tender may attend **Pre-Bid meeting**, which will be **scheduled at 1100 hrs on 19.07.2024** at 5<sup>th</sup> Floor conference room, Shipping house, Mumbai - 400021.

**(5.0) ASSESSMENT OF TENDER**

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

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

- (6.0) Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all / any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.
- (7.0) The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.
- (8.0) The tender is for One or Two (2) vessels. However, the vessels are of same series (sister vessels). Tenderer has to quote for Two (2) vessels considering sister vessels. SCI reserves right to award contract for one vessel or two vessels as per requirement and based on best value available to SCI. Purchase orders will be issued separately for each vessel.

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

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

**Tenders received without the signed Integrity Pact (including Banning Guidelines) and/or without details filled in, shall be rejected.**

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

- (i) Shri Girish Chandra Chaturvedi.

E-mail: [gcchaturvedi@gmail.com](mailto:gcchaturvedi@gmail.com)

- (ii) Shri Deepak Chaturvedi

E mail : [chaturvedideep@rediffmail.com](mailto:chaturvedideep@rediffmail.com)

(iii) Shri Mukesh Mittal  
E mail : [mumittal@hotmail.com](mailto:mumittal@hotmail.com)

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

**General Manager (Offshore services),  
The Shipping Corporation of India Ltd.,  
“Shipping House”, 5<sup>th</sup> Floor, Technical and offshore services Division,  
245, Madame Cama Road, Mumbai – 400 021. INDIA.  
Tel : 00-91-22- 2284 4390, 00-91-22-2277-2175 , email ID : [shishir.kumar@sci.co.in](mailto:shishir.kumar@sci.co.in)**

**DGM I/c (SB&S department)  
The Shipping Corporation of India Ltd.,  
“Shipping House”, 17th Floor, Ship building and services department,  
245, Madame Cama Road, Mumbai – 400 021. INDIA.  
Tel : 00-91-22- 2283 2082, 00-91-22-2277-2540 , email ID : [nikhil.raj@sci.co.in](mailto:nikhil.raj@sci.co.in)**

**PART – I**

**SECTION – II**

**E-Tender for selection of designer for conversion of one or two 120T BP AHTS vessel(s) to run on Green Methanol.**

**ESSENTIAL CONDITION –ELIGIBILITY CRITERIA**

- (1.0) Only Indian Designers (registered in India) are eligible to participate in this tender. Any one of the following criteria to be fulfilled by the Indian Designer in order to qualify in the tender:
- A. The Designer shall have previous experience in carrying out basic design of new vessels to run on alternate fuels such as LNG/LPG/Green Methanol or new vessel with dual fuel technology with LNG/LPG/Green methanol as alternate fuel which are approved by Class and vessel is in operation (Testimonial for satisfactory operation of vessel post conversion to be submitted). However, Designers having designed and obtained class approval for dual fuel but the vessel is still under construction shall also be considered as eligible to participate in the tender.
  - B. Designer shall have previous experience in carrying out basic or detail design w.r.t dual fuel conversion of an existing vessel to run on alternate fuel (LNG/LPG/Green Methanol). Testimonial for satisfactory operation of vessel post conversion to be submitted if the vessel is in operation. Otherwise, class approvals/AiP to be provided with supporting documents.
  - C. Designer shall have previous experience in carrying out concept / basic design w.r.t dual fuel conversion for which AiP (Approval in principle) from class has been obtained. Documentary evidence to be submitted along with tender.
- (2.0) Work scope deliverables to be submitted as per the schedule / timelines given in Section V, failing which the bidder is liable to be disqualified. Accordingly, bidder's response to Sl. No. 18 in Form of Particulars at Section IV is vital.
- (3.0) Net Worth of the tenderer company /firm as on 31st March of 2022-2023 (as on 31.03.2023) financial year should be positive.
- (4.0) Tenderer needs to submit a letter from a reputed international bank/nationalized Indian bank indicating their company's credit worthiness/solvency. A copy of solvency certificate to be submitted / uploaded along with technical bid. Original solvency certificate is required to be submitted in sealed envelope.

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

**PART - I**

**SECTION – III**

**E-TENDER FOR SELECTION OF DESIGNER FOR CONVERSION OF ONE OR TWO 120T  
BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL.**

**GENERAL TERMS AND CONDITIONS**

**(1.0) DEFINITIONS:-**

- (1.1)** The terms “Corporation” or “SCI” wherever used shall mean “The Shipping Corporation of India Ltd.”
- (1.2)** The term “Tenderer” shall mean and include the person, firm or a body Corporate which is submitting it’s tender.
- (1.3)** The term “Contractor” shall mean and include the person, firm or a body Corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case, may be.

**The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than 1700 hours (IST) on 31.07.2024.**

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

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

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

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

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

**(3.0) PERIOD OF CONTRACT**

The period of contract arrangement shall be for a period of 4 months within which the contractor has to complete the work scope and all deliverables including Class approval of all structural stability documents, piping and electrical drawings and approval of relevant drawings by OEM.

**(4.0) RATES**

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

The Rates quoted shall be “**ALL INCLUSIVE**” and would mean and shall include:

- (4.1)** Taking into consideration Duties & Responsibilities mentioned at Section VI



- (4.2) All charges / costs covering wages and allowances including overtime, during weekdays as well as Saturday/Sundays and Public Holidays, all fringe benefits of required staff/Design engineers needed for design work. Rates also include ship visits, conveyance charges, etc.
- (4.3) Charges for waiting of labour and supervisory staff / Design engineers for whatsoever reasons, waiting due to rough weather, rain, strike or lockout and also due to any cause whatsoever.
- (4.4) Charges in respect of Workmen's Compensation and Common Law liabilities payable by the Contractor towards injury, death etc., caused to labour and supervisory staff / Design engineers etc., employed by the Contractor, including of those employed / hired by them.
- (4.5) Expenses incurred by Contractor in preparation of work done certificates, invoices or any other documents and delivering the same to SCI Office.
- (4.6) The Contractor shall keep proper documentary records of work carried out and the rates shall be inclusive of the cost of preparing the same, including required stationary.
- (4.7) The tenderers are requested to quote their best and final offer in the Price Offer (PART-II) of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- (4.8) The tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or any request for corrections will not be entertained after the quotations are opened.
- (4.9) The quotations should be on "ALL INCLUSIVE" basis excluding GST (levied by the Government from time to time). The component of GST should be clearly mentioned by the bidder in the Price Offer Part. No other extra charges whatsoever shall be payable as additional.
- (4.10) Any revision (increase/decrease) in statutory levy (GST) after awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.
- (4.11) However, in the event, the GST is discontinued / reduced by the Government during the tenure of the contract/ extended period the benefit will be passed on to the Corporation. If the GST is increased by the Government during the tenure of the contract/extended period, the benefit will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.

**NOTE: Rates should be filled in at "Attachments" tab of subject tender (RFx: 9000045660) only and should not be mentioned anywhere in technical offer. Rates should be quoted strictly as per service details mentioned in the Price Offer – Part II.**

**(5.0) EARNEST MONEY DEPOSIT**

- 5.1 The tender should be accompanied by Earnest Money Deposit (EMD) for Rs. 1,80,000/- (Rupees One lakh eighty thousand only) in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG) issued/confirmed by any Commercial Bank in India (Refer to PROFORMA BANK GUARANTEE FOR EMD at Part I Section IX), which should be valid for the full bid validity period plus forty five days or online electronic remittance to Corporation's Bank Account, refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- 5.2 Bidders are required to pay/remit Earnest Money Deposit (EMD) mentioned above to the Corporation's Bank Account to participate in this tender. Bidders must submit tender fees and EMD in two separate transactions; otherwise bids are liable to be rejected.

5.3 Bidder should submit only single EMD of the amount Rs. 1,80,000/- (Rupees One lakh eighty thousand only). Multiple EMD will not be accepted.

5.4 The Tenderer has the option to submit EMD in the form of Bank Guarantee (refer Annexure E - Bank Guarantee format of EMD) from a nationalized bank with a validity of not less than seven and half months from the due date of the tender (Only in case of EMD value exceeds INR 50,000/-). The bank guarantee should remain valid for a period of 45 days beyond final bid validity period. EMD (in the form of Bank Guarantee) shall be sent by the tenderer by post or in person superscripting the envelope with Tender name, RFX No, his/her (tenderer's) details before due date and time at following address:

**General Manager (Offshore services),**

**The Shipping Corporation of India Ltd.,**

**“Shipping House”, 5th Floor, Technical and offshore services Division,**

**245, Madame Cama Road, Mumbai – 400 021. INDIA.**

**Tel : 00-91-22- 2284 4390, 00-91-22-2277-2175 , email ID : [shishir.kumar@sci.co.in](mailto:shishir.kumar@sci.co.in)**

**DGM I/c (SB&S department)**

**The Shipping Corporation of India Ltd.,**

**“Shipping House”, 17th Floor, Ship building and services department,**

**245, Madame Cama Road, Mumbai – 400 021. INDIA.**

**Tel : 00-91-22- 2283 2082, 00-91-22-2277-2540 , email ID : [nikhil.raj@sci.co.in](mailto:nikhil.raj@sci.co.in)**

5.5 EMD of all bidders who are not selected will be refunded as promptly as possible as and not later than 60 days after the award of the contract to the successful bidder. However, in case of technically disqualified bidder(s), EMD will be refunded on finalization of their technical disqualification. No interest will be payable by SCI on the EMD.

5.6 In case of successful bidder, the EMD may be refunded after award of contract upon receipt of security deposit/ performance bank guarantee. The EMD submitted by the successful bidder may also be adjusted towards security deposit/ performance bank guarantee. No interest will be payable by SCI on the EMD

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

5.8 MSE bidders are exempted from submission of Tender Fees and EMD as per provisions in the Tender Document. MSE bidders seeking benefits of MSE, as specified in the Tender Document, must submit Copy of Registration certificate failing which no benefit of MSE shall be extended.

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

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

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

Beneficiary Name: THE SHIPPING CORPORATION OF INDIA LTD

Bank Name : INDIAN BANK, Bank Branch: NARIMAN POINT  
Bank Address : MITTAL TOWERS GROUND FLOOR , 210, NARIMAN  
POINT G M DIST, Maharashtra 400 021  
ACCOUNT NO: 416197198, IFSC Code : IDIB000N052

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

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

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

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

**(8.0) DISQUALIFICATION**

The tender is liable to be disqualified if:

- 8.1 Not submitted in accordance with terms and conditions of the Tender documents.
- 8.2 During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- 8.3 Not meeting the timelines as indicated in Section V
- 8.4 The Tenderer qualifies the tender with his own conditions.
- 8.5 Tender received in incomplete form including price schedule.
- 8.6 Tender received after due date and time.
- 8.7 Not accompanied by Tender Fees in the form of Bank SWIFT copy / UTR No. of electronic transfer (Not applicable for MSE's)
- 8.8 Not accompanied by all requisite documents.
- 8.9 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.
- 8.10 Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- 8.11 If tenderer is found to be in arrears or default with regard to payment of dues to any concerned Government Agencies.
- 8.12 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.

- 8.13 While processing the tender, if it comes to the knowledge of Corporation that some of the tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- 8.14 Tender documents, if downloaded from the SCI/NIC website, shall be downloaded in Toto repeat in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the tenderer and if found out (be it at any stage of the tender processing and even after award of the contract). It will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.
- 8.15 The tenderer is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c as on 31st March of previous financial year submitted with the tender. For proprietorship firms, proprietor's balance sheet, also, may please be submitted.
- 8.16 Canvassing in any form shall lead to disqualification.
- 8.17 The tenderer submits an incomplete Integrity Pact document, or the Integrity Pact document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Integrity Pact.
- 8.18 Price offer is enclosed in Technical Offer in SRM portal.
- 8.19 The Tenderer is not responding to Corporation's communication in time for clarification of some of the relevant terms and conditions of the quotations.
- 8.20 Tenderer changes the name/ constitution of the firm during the processing of the tender.
- 8.21 The Tenderer is not ready to provide his services from applicable date.

(9.0) **BILLING**

- (9.1) The Contractor shall submit their bills (per each vessel) in triplicate complete in all respects supported by Purchase Order (PO) to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai, and the payment shall be made **within 120 days from** the date of receipt of bills complete in all respects. The Corporation will open a "Letter of Credit" (LC) to vendor. This LC will be opened two weeks **before completion of job**. The cost of LC would be 0.25% p.a which would be added to the quoted price of the bidders for the purpose of evaluation. The LC would be with usance period up to 1 (ONE) year with payment to the contractor by 120 days from the date of receipt of the bill complete in all respect. Bidders may kindly note that the Corporation would not bear any cost towards LC confirmation or discounting of bills against LC.
- (9.2) Bills will not be accepted unless accompanied by the original **WORK DONE CERTIFICATE** duly **certified by bidder**
- (9.3) Bills will be settled only when all services mentioned in the corresponding Purchase Order are executed. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part services till the order is fully executed.

- (9.4) Payment of bills (per each vessel) will be made after due scrutiny and checking by the Accounts Department **within 120 days** from the date of submission of bills, complete in all respects.
- (9.5) Any dispute regarding payment must be raised within 90 (ninety) days from the date of settlement of the final bills, failing which same will not be entertained.
- (9.6) Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.

**(10.0) GOODS AND SERVICE TAX (GST)**

**10.1 Registration & GST Rate**

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

**10.2 Invoicing & Payment**

- a) 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: -
- (i) **SCI GSTIN as below**
- |                            |                        |
|----------------------------|------------------------|
| <b>MUMBAI Maharashtra</b>  | <b>27AAACT1524F1ZQ</b> |
| <b>KOLKATA West Bengal</b> | <b>19AAACT1524F1ZN</b> |
| <b>CHENNAI Tamil Nadu</b>  | <b>33AAACT1524F1ZX</b> |
| <b>DELHI Delhi</b>         | <b>07AAACT1524F1ZS</b> |
- (ii) HSN Code or Service Accounting Code for supply of goods or services.
- (iii) Name & address of supplier
- (iv) GSTIN of Supplier
- (v) Consecutive Serial Number & date of issue
- (vi) Description of goods or services
- (vii) Total value of supply
- (viii) Taxable value of supply
- (ix) Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- (x) Amount of Tax charged
- (xi) Place of supply
- (xii) Address of delivery if different from place of supply
- (xiii) Signature of authorized signatory
- b) 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.

### **10.3 Input Tax Credit**

- a) 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.
- b) 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/ tenderer along with interest & penalty levied/ leviable on CORPORATION.
- c) 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).
- d) 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.

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

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

### **10.5 Other Provision**

- a) 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.
- b) The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- c) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

## **(11.0) EVALUATION**

**(11.1) Tenders will be technically evaluated based on the essential condition – eligibility criteria mentioned at Section II**

**(11.2)** Tenderers must quote for all the items in the price offer. In case tenderer does not quote for all items covered in tender, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer. The tender shall be evaluated basis total cost of all items as indicated in price bid with the objective of getting best value for SCI.

**(11.3)** Total financial implication will be used to decide order of competitiveness. Conditional discounts will not be taken into account for the financial evaluation.

- (11.4) Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be only on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (11.5) SCI reserves right to award contract for one vessel or more based on best value available to SCI.
- (11.6) Negotiations may also be carried out with L1 party.
- (11.7) Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.
- (11.8) 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.
- (11.9) 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.
- (11.10) 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 arise on or made against the Corporation.
- (11.11) The Corporation reserves the right to claim damages or detention charges of which Corporation shall be the sole judge, in respect of delays occurred to its vessels directly or indirectly due to the failure/default on the part of contractor in carrying out the responsibilities/duties efficiently and promptly.
- (11.12) 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.
- (11.13) SCI will issue a Letter Of Intent (LOI) which constitutes the intention of SCI to enter into contract with the successful bidder. The successful bidder shall within 7 days of issue of the LOI, give their acceptance along with Performance Bank Guarantee and also submit the Agreement form as stipulated, duly completed in all aspects.
- (11.14) The contractor shall not assign the agreement and/or any of its obligations under this agreement to any third party without the prior written consent of SCI.
- (11.15) All disputes regarding the tender and contract are subject to the exclusive jurisdiction of competent Courts in Mumbai only.
- (11.16) Corporation reserves the right to remove any item from the contract without assigning any reasons by giving 30 days' notice.
- (11.17) Successful tenderer for the subject tender shall not have and expressly waives any lien, security interest or encumbrance on any SCI's asset / container equipment tendered by SCI or SCI's agent thereunder. The tenderer is only a bailee and shall not have any claim or right over SCI's goods and assets. To substantiate the same tenderer in their letterhead or by the land owner (in

case of a lease arrangement) as the case may be, to provide the undertaking to that effect address to SCI.

- (11.18) Successful tenderer for the subject tender must provide quarterly summary of GST paid to Government and documentary proof of invoicing being done by them i.e. the successful tenderer and not by the land owner in case of lease arrangement (Depot is under lease) for the 'Container handling charges' recovered from CHAs/ Clients/ Shippers at the time of empty containers being picked up at their Depot.

**(12.0) FIRM PRICE**

- (12.1) Wherever possible, the prices of the services proposed should be kept firm and fixed for the entire quantity contracted or throughout the period of the governing rate contract. As far as possible the bidders quote all inclusive prices (however, exclusive of taxes) for delivery directly to the ship or the designated point.
- (12.2) In cases, where it may become necessary to allow adjustment of price on account of revision(upward/downward) in government levies like Goods and Service Tax (GST), custom duty etc., the bidders have to indicate the quantum of such levies (mostly in percentage terms) very clearly in their respective bids. Also enclose documentary proof for levies as indicated in the tender. In all such cases the bidders have to provide bill for goods/services supplied showing the government levies separately. The claim for revision in rates, due to change in government levies would be only on the strength of authentic documentary evidence submitted by the bidders.

**(13.0) RISK PURCHASE CLAUSE**

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

- (i) Contractor has failed to arrange services from the date of commencement of contract, or
- (ii) Not rendering services as per work scope as per Tender, or
- (iii) The services rendered by the contractor are found unsatisfactory,

**or**

- (iv) Services do not confirm to the quality/ specifications indicated in the contract,

The Corporation will be at liberty to entrust the work to alternative sources at the risk and cost of the contractor. The limit of cost of alternative source is the cost incurred by the corporation in getting basic and detailed design for conversion of one or two 120T BP AHTS vessel(s) to run on Green Methanol.

**(14.0) 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:**

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

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

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

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

If the Contractor fails to complete the job within the time frame committed by the Contractor, then this LD Clause will be applicable for any delays as given in below sub para (a) & (b). The penalty shall be as per the table given below or 10 % of the contract value per vessel, whichever is lesser.



- (a) If contractor fails to obtain approval from IRS class for all structural, stability documents, piping and electrical drawings within agreed timeline of 4 months from award of contract.
- (b) The grace period of 30 days from contractual period of 4 months and post the penalties as following shall be applicable :

SI No.	LD per day beyond grace period
1	0.25% of contract value

**SCI reserves the right to cancel the order if there is delay more than 60 days from contractual period.**

**(IV) Suspension of contractor:**

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

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

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

**(16.0) BANNING GUIDELINES**

The tenderer shall submit the tender along with “**Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)**”, issued along with the tender document (SECTION-X), 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.

**(17.0)** 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.

**(18.0)** 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.

**(19.0) EXIT CLAUSE**

The CORPORATION at its sole discretion can terminate the contract as indicated in Termination Clause by giving **THREE (03)** days notice to the contractor.

**(20.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

**(20.1)** The successful Tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the value of the contract towards satisfactory performance of the contract in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG) issued/confirmed by any Commercial Bank in India, which should be valid till successful completion of Sea trials of the vessel.

**(20.2)** Performance Guarantee of equal amount as of Security Deposit in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG) issued/confirmed by any Commercial Bank in India, which should be valid for the full period of the contract including the extension period plus two months, or online electronic remittance to Corporation’s Bank Account is to be paid by the successful Tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.

Performance Guarantee of any International Bank (having Branch office in Mumbai, India) 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.

- (20.3) 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.
- (20.4) In the event the contractor(s) gives up the work prior completion of the contract, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- (20.5) No interest shall be payable on the Security Deposit and Performance Guarantee.
- (20.6) 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.
- (20.7) 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. The format of bank guarantee for security deposit and performance guarantee are attached

**(21.0) VALIDITY**

- (21.1) 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.
- (21.2) In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

**(22.0) SECURITY CLAUSE**

- (22.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (22.2) 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.

**(23.0) 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.

- (24.0) 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.

**(25.0) EMPLOYMENT OF WORKERS**

It has to be clearly understood by the tenderer/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the tenderer/s to perform the contract if awarded, shall be the employees of the tenderer/s and the tenderer/s alone shall be liable to pay the wages and all other payments as

may be due to the workers and the Corporation shall in no way be liable for the same. The tenderer/s shall also comply with all the provisions under the laws of the land pertaining to his/their workers and their employment for the purpose of performing the contract if so awarded against this tender and the tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

**(26.0) 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.

**(27.0) INDEMNITY**

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

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

**(28.0) 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, epidemics, pandemics, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Contractor, directly effecting the performance of the Contract.

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

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

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

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

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

**(29.0) 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.

**(30.0) 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.

**(31.0) 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.

**(32.0) 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:**

- (32.1)** 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.
- (32.2)** 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).
- (32.3)** 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.

- (32.4) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (32.5) 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.
- (32.6) 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.
- (32.7) 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.
- (32.8) 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.
- (32.9) 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.
- (32.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (32.11) 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.
- (32.12) 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.
- (32.13) Total Liability: Contractor's total liability under this contract including Risk Purchase Clause and Indemnity clause is limited to 1.2 times the contract value indicated per vessel. However, this limit is not applicable to (i) liability arising out of liquidated damages (if any) & warranty (ii) liability in the event of bodily injury or death or in the event of gross negligence or wilful misconduct of the Contractor or third party appointed by the Contractor.
- (32.14) Indirect and Consequential damages / losses including loss of profit to SCI are not covered under this tender.
- (32.15) Warranty Terms: All defects, which are found in the process of installation, commissioning, tests and the ship's operation within the warranty period, resulted from a fault of the Contractor and/or his sub-contractors shall in full and final settlement of all liabilities for said defect be rectified by the Contractor's specialists free of charge to the Corporation unless the maintenance instructions for the equipment are not followed by Corporation.

Warranty will not cover the following:

- Ordinary wear and tear;

- Unintended use, misuse, abuse, or improper storage, installation or repairs by the Corporation or by persons not under the Contractor's supervision.
- Defects or failures that have been caused by products or items of equipment that were not supplied by the Contractor.

The place and time of removal of the defect(s) and the replacement of defective parts discovered during the ship operation shall be agreed between the Corporation and the Contractor within shortest possible time taking into account present position of the vessel. The discovered defective parts shall be replaced by the Contractor free of charge to the Corporation with transportation of the spare parts on the Contractor's account. If, by whatever reason, the Contractor is unable to fulfil his Warranty obligations himself and to remove all defects, occurred through the fault of the Contractor, the Corporation is allowed to remove these defects by a third Party on the Contractor's account and the Contractor is, in full and final settlement of all liabilities for said defect, obliged to pay unconditionally all actual, reasonable expenses (including cost of labour and transportation) connected with removal of the defective parts and/or replacement of defective parts immediately on receipt of the Invoice from the Corporation with enclosed Originals of the Invoice(s) from the third Party which performed the repair.

**(33.0) INTEGRITY PACT:**

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

**Tenders received without the signed Integrity Pact (including Banning Guidelines) and/or without details filled in, shall be rejected.**

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

- (i) Shri Girish Chandra Chaturvedi. E-mail: gchaturvedi@gmail.com
- (ii) Shri Deepak Chaturvedi - E mail : chaturvedideep@rediffmail.com
- (iii) Shri Mukesh Mittal - E mail : mumittal@hotmail.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.**

**(34.0) DEFINITIONS**

- A. The terms "**CORPORATION**" or "**SCI**" wherever used shall mean "The Shipping Corporation of India Ltd."
- B. The term "**TENDERER**" shall mean and include the person, firm or a body corporate which is submitting its tender.
- C. The term "**CONTRACTOR**" shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.

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

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

**Place:**

**Date:** .....

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



**PART - I**

**SECTION – IV**

**E-TENDER FOR SELECTION OF DESIGNER FOR CONVERSION OF ONE OR TWO 120T  
BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL.**

**FORM OF PARTICULARS**

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

16)	<p>Details of experience on basis of following :</p> <ol style="list-style-type: none"> <li>1. The Designer shall have previous experience in carrying out basic design of new vessels to run on alternate fuels such as LNG/LPG/Green Methanol or new vessel with dual fuel technology with LNG/LPG/Green methanol as alternate fuel which are approved by Class and vessel is in operation (Testimonial for satisfactory operation of vessel post conversion to be submitted). However, Designers having designed and obtained class approval for dual fuel but the vessel is still under construction shall also be considered as eligible to participate in the tender.</li> <li>2. Designer shall have previous experience in carrying out basic or detail design w.r.t dual fuel conversion of an existing vessel to run on alternate fuel (LNG/LPG/Green Methanol). Testimonial for satisfactory operation of vessel post conversion to be submitted if the vessel is in operation. Otherwise, class approvals/AiP to be provided with supporting documents.</li> <li>3. Designer shall have previous experience in carrying out concept / basic design w.r.t dual fuel conversion for which AiP (Approval in principle) from class has been obtained. Documentary evidence to be submitted along with tender.</li> </ol>	
17)	Details of time lines required for design (basic & detail), class approval proposal of complete retrofit	
18)	Bidder warrants that the time lines / schedules mentioned at Section V will be complied.	YES / NO (Tick appropriate option)
19)	<p>Any other facilities you can make available to the Corporation including computer support for the purpose of control and tracking. Address of your Branch Office, if any and telephone nos.</p>	
20)	Whether your firm has been disqualified by any Shipping Company at any time in the past for <b><u>similar tender</u></b> . If yes, state reasons.	
21)	Whether your firm has been disqualified by the SCI at any time in the past <b><u>for this particular tender or for any other tender</u></b> . If yes state reasons.	

22)	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. <b>(If Yes, give full details)</b>	
23)	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as <b>DGM or higher level</b> in the preceding two years as on bid closing date.  If yes, please furnish name and designation of that officer in your firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be mentioned. Role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made should be clearly spelt out.	
24)	<b>Earnest Money Deposit:</b> Particulars of Electronic Remittance or Particulars of Bank Guarantee enclosed with the Technical Tender.	UTR No. of Electronic Transfer <b>Rs. 1,80,000/- (Rupees One lakh eighty thousand only)</b> Banker: Dated: _____ BG Amount: <b>Rs. 1,80,000/- (Rupees One lakh eighty thousand only)</b> BG No: BG Date: Issuing Bank & Branch: Valid upto:

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

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

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

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

Rubber Stamp:

**PART – I**

**SECTION – V**

**SCOPE OF WORK**

**E-TENDER FOR SELECTION OF DESIGNER FOR CONVERSION OF ONE OR TWO 120T  
BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL.**

**Tender for selection of designer for conversion of 120T BP vessel on dual fuel Methanol**

**Broad work scope:** The designer has to work in two (2) phases i.e. Basic design & assessment (including class approvals) and Detailed design (including class approvals).

**1. Basic design and Class approval:**

Required vessel drawings along with conceptual General arrangement for retrofit option (Annexure 1) proposed by OEM for conversion is shared with the tender document with the bidders to carry out following:

- A. 3-D Scanning of existing structure to merge the new arrangement with existing structure.
- B. Basic design and Class approval:
  - a. GA Plan
  - b. Capacity Plan including closed sounding / ullage tables
  - c. Sizing of all tanks (Methanol storage tanks, service tank, bilge tank, drain and overflow tank etc.)
  - d. Engine room layout diagram
  - e. Alternative fuel piping system diagram
  - f. Structural design & calculations and methanol tanks sloshing calculations
  - g. Weight assessment, Inclining experiment procedure, Intact & damage stability, damage control plan & booklet,
  - h. Ventilation system diagram
  - i. Fire extinguishing and fire protection system diagram
  - j. Hazardous area plan,
  - k. Vibration analysis.
  - l. Risk analysis/FMECA/Hazid/Hazop,  
Following risk assessments to be carried out using acceptable and recognized techniques:
    - i. FMECA analysis is to be carried out
    - ii. An HAZID study is to be carried out
    - iii. An HAZOP study is to be carried out for the high pressure fuel installation
    - iv. Risk mitigation measures associated with handling, storage and supply of LFL fuel to consumers.
    - v. Spill containment and emergency response systems
- B. The OEM shall supply the Engine components required for retrofit including the UNIC 2 engine control system upgrade and MethanolPac ( Low pressure supply pump (LPSS) , Fuel valve train (FVT), Methanol fuel pump unit (MFPU), Heat exchangers for LPSS and MFPU and related control, safety and monitoring system of MethanolPac, VFD's and individual control cabinets). Other than above, the list of bought out items (auxiliary systems and items) as per present assessment required for conversion are listed below, however the designer also to reconfirm the list and its specifications for procurement.

**List of bought out items:**

1. External fuel supply system comprising of:
  - a) Shut of valves for bunkering, pressure control valves for tanks nitrogen padding, NRV for nitrogen line before tanks, Tank valves, Fuel supply system valves, Tank instruments, Pneumatic cabinets, Terminal box etc.
  - b) Methanol transfer pumps with VFD's
  - c) Bunkering skids with vapour return
  - d) Continuous Tank level measurement (Radar type)
  - e) High and high-high level alarms (Level switch)
  - f) Pressure transmitters for bunker tanks
  - g) Related control, monitoring and safety system, ESD function etc. It shall be interfaced with control and safety system of MethanolPac.
  - h) Flow meters (To be interfaced with IAS)
2. Gas detection system
3. Fire detection system
4. Nitrogen system for inerting
5. Ventilation system
6. Gas freeing fans
7. Pressure vacuum valves
8. Breakaway couplings
9. Leakage detection system
10. Explosion proof cables, starter panels etc
11. Double walled stainless steel piping
12. Bilge and drain pumps (Ex proof)
13. O<sub>2</sub> sensors
14. Foam system and Firefighting system
15. Level gauging system
16. Independent Hi-Hi level alarm system
17. Chiller unit for LP and HP pumps
18. Exhaust gas system
19. Bunker hoses
20. Integration with all systems
21. Ship shore link
22. Control air system for pneumatic valves

**2. Detailed design and Class approval:**

The retrofit option to be developed in detail is enclosed at Annexure 1 and it shall cover the following aspects:

- a. Methanol storage tanks and tank fittings including cofferdams,
- b. Arrangement of Fuel preparation room, N<sub>2</sub> Generator room, bunker station indicating doors, airlocks etc.
- c. Foundation drawings of new equipment.
- d. Piping systems: FO supply, transfer & overflow, Bunkering, Bilge and drain, piping for control oil and sealing unit,, Control air supply for pneumatic valves, Chilled FW cooling system for LP and HP fuel pumps, Shower and eye wash stations for emergency, Level detection system, level gauging system, Exhaust gas system, modification drawings for existing systems such as Mud/Brine/FO cargo/Base oil/ Drill water/Water ballast system etc and capacity to ascertain compliance with charterer requirements, Piping fabrication and joining details, pipe schedules, valves (type, material etc.), Gaskets etc.

- e. Tank venting with PV V/Vs, inerting system, Gas freeing system, Pump Room Ventilation system
- f. Fixed Fire (foam), Gas detection and alarm system including leakage detection system
- g. Control & monitoring system for methanol tanks, cofferdams and other auxiliary systems, including sensors, alarm set points, Ship-shore link and Emergency shutdown system.
- h. System integration: To study existing mechanical, electrical and structural systems and to ensure seamless integration of methanol conversion systems with existing ship systems.
- i. Outfitting such as Manholes, rescue hatch, ladders, protection guards/rails,
- j. Electrical : Single line diagram of intrinsically safe circuits, Wiring for power distribution from existing system to new consumers on-board , interfacing with upgraded Engine control system ,new equipment's for handling of methanol, electric fittings etc, Electric Cable specification, Electrical bonding/grounding for fuel piping etc.
- k. Technical specifications for all equipment for procurement and installation such as Ventilation fans, Gas freeing fans, P/V valves, Fire detection system, Gas detection system, O2 sensors, Foam system, Electric Cables, Double walled stainless steel piping, Level detection system, valves, Methanol compatible coating for tanks, Mild steel for hull tanks, bilge pump, overflow pump, ATEX type electric fittings etc.
- l. Pipe, cable and ventilation routing drawings and arrangement of deck/bhd penetration.
- m. Generating Bill of material considering work scope for conversion.
- n. Retrofit specification and work scope for shipyard
- o. Designer to assist shipyard even after class approvals during execution of retrofit project without any cost implication to corporation.
- p. To depute representative during sea trials.

Note: The design shall be detailed to such an extent which can be used by the shipyard for retrofitting. Also, the arrangement and modification suggested by designer shall be considering ease of maintenance/accessibility by operator.

### 3. Class approval:

Obtaining approval of all drawings, documents, operational procedures and manuals by IRS as per Interim guidelines for the safety of ships using methyl/ethyl alcohol as fuel MSC.1-circ.1621 & 'IRS guidelines-on-methanol-fueled-vessels\_2018\_rev3\_dec-2021' .

### 4. Rules / Regulations / Guidelines:

Compliance with following Rules / Regulations / Guidelines as applicable:

- Interim guidelines for the safety of ships using methyl/ethyl alcohol as fuel MSC.1-circ.1621
- IRS guidelines-on-methanol-fueled-vessels\_2018\_rev3\_dec-2021
- Electrical installations in compliance with IEC 60092, 60812 and other relevant standards
- International Code for the construction and equipment of ships carrying dangerous chemicals in bulk (IBC Code) as applicable,
- Indian Administrative requirements, any other rules, regulations and standards, as applicable.

### 5. Documentation and Reporting:

- Preparation and submission of all documents for approval by IRS class as mentioned in 'IRS guidelines-on-methanol-fueled-vessels 2018\_rev3\_dec-2021' .
- Obtaining prior approval from SCI and OEM as relevant for all structural, machinery, piping and electrical drawings before submitting to class.
- Progress report to be submitted fortnightly

It may be noted that all engine related schematics provided by OEM shall be provided to Contractor to develop necessary drawings.

**PART – I**  
**SECTION – VI**

**E-Tender for selection of designer for conversion of 120T BP vessel on dual fuel Methanol**  
**DUTIES AND RESPONSIBILITIES**

- 1) The Contractor shall arrange all required men & materials and other resources to complete the defined scope of work at their quoted cost and time.
- 2) The software must be of latest standards and the drawings submitted shall be of appropriate quality and scale meeting industrial standards.
- 3) It is expected that following men & materials shall be arranged to undertake the defined jobs. However the Contractor may plan and decide the same.
  - a) **Computers , Softwares etc.**
  - c) The contractor shall allocate adequate manpower for completing the job as required.
  - d) The Contractor and their labour while visiting on board must follow ISPS and Company safety requirements.
  - e) Any other duties, responsibilities specified in this tender document will always be applicable and binding on the contractor.

**INSURANCE:-**

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

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

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

**PART – I**

**SECTION – VII**

**E-TENDER FOR SELECTION OF DESIGNER FOR CONVERSION OF ONE OR TWO 120T  
BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL.**

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

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

To,  
Sir,

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

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

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. nine 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 ~~USD 24,000 30,000/-~~ or equivalent in INR on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND WE hereby further agree as follows:

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



Yours faithfully,

**PART-I**

**SECTION – VIII**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

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

1)	COPY OF ELECTRONIC REMITTANCE OF RS. 1500 + 18% GST RS. 270 = RS. 1770/- (RUPEES ONE THOUSAND SEVEN HUNDRED AND SEVENTY ONLY) FOR TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	ELECTRONIC TRANSFER / BANK GUARANTEE FOR RS. 1,80,000/- (RUPEES ONE LAKH EIGHTY THOUSAND ONLY) FOR EARNEST MONEY DEPOSIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	LATEST ORGANIZATION CHART OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	COPY OF CERTIFICATE OF THE REGISTRATION WITH LABOUR COMMISSIONER	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	LAST THREE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE ISSUED BY YOUR CLIENTS /SHIPPING COMPANIES/ CLASSIFICATION SOCIETY WITH RESPECT TO YOUR EXPERIENCE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	<b>TECHNICAL DATA SHEETS INCLUDING PROPOSED MODIFICATION</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	<b>PROOF OF EXPERIENCE</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	SOLVENCY CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	ANY OTHER DOCUMENTS (AS REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE:

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

**PART – I**

**SECTION – IX**

**E-TENDER FOR SELECTION OF DESIGNER FOR CONVERSION OF ONE OR TWO 120T  
BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL.**

**INTEGRITY PACT**

Between

The Shipping Corporation of India Limited (SCI)

hereinafter referred to as “The Principal”,

and

\_\_\_\_\_

hereinafter referred to as “The Bidder/Contractor”.

**PREAMBLE**

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

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

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or non-material benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

1. The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
  - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce 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. \_\_\_\_ to \_\_\_\_.**

### **SECTION 4 – COMPENSATION FOR DAMAGES**

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

### **SECTION 5 – PREVIOUS TRANSGRESSION**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The

period for which such transgression(s) is / are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS**

1. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
2. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the Contractor, and the sub-contractor.
3. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
4. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDERS / CONTRACTORS**

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

#### **SECTION 8 – EXTERNAL INDEPENDENT MONITOR/ MONITORS**

1. The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement on receipt of any compliant received by them from the bidder(s).
2. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. It will be considered integral part of the contract. The IEMs shall examine all the representations / grievances / complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology / specifications etc.

3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.
4. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word "Monitor" would include both singular and plural.

#### **SECTION 9 – PACT DURATION**

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

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



**SECTION 10 – OTHER PROVISIONS**

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

.....

For the Principal  
(Official Seal)

.....

For the Bidder / Contractor  
(Official Seal)

Place: .....

Date: .....

Witness 1: .....

(Signature and Name & Address)

Witness 2: .....

(Signature and Name & Address)

**PART – I**

**SECTION – X**

**E-TENDER FOR SELECTION OF DESIGNER FOR CONVERSION OF ONE OR TWO 120T  
BP AHTS VESSEL(S) TO RUN ON GREEN METHANOL.**

**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 or repeated poor performance on the part of bidders/vendors/contractors/agents. SCI in all its business dealings endeavors to maintain competency, fairness, transparency, and it is expected that the other party to the deal will also uphold similar code of conduct.

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

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

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

**2.0 Scope:**

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

**3.0 Definitions:**

In these Guidelines, unless the context otherwise requires: -

- i.** The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor /Agent/ Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- ii.** 'Inter-connected Entity' shall mean two or more companies having any of the following features:
  - 
  - a.** If any or all of the Partner(s) / Functional Director(s) are common,
  - b.** If the Management is common,
  - c.** If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- iii.** 'Competent Authority' and 'Appellate Authority' shall mean the following:

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

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

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

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

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

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

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

- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents-which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 delete to be added as "Failed to honor the bid without sufficient grounds"

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

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

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

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

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the

interests of the Corporation to continue business dealings pending investigation, it may decide in favor of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.

- 6.3** The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4** The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5** The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6** As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7** If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8** It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.
- 6.9.** Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the "Entity".
- 7.0 Banning of Business Dealings:**
- 7.1** A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban

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

**7.2** There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings as referred in Clause 5 above. The functions of the committee shall, inter-alia include:

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

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

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

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

**7.3** If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.

#### **8.0 Show-cause Notice:**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.0 Revocation:**

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

**14.1** In banning cases, where the proprietor of the entity, its employee, partner or representative is convicted by a court of law for offences involving moral turpitude in relation to business dealings, may be revoked if in respect of the same facts, accused has been wholly exonerated by court of Law.

**14.2** A banning / suspension order may, on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.

\* \* \* \* \*

ANNEX

BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The Shipping Corporation of India Limited on demand and without protest the sum of US Dollars \_\_\_\_\_.
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the sum under clause 1 above without demur and without requiring. The Shipping Corporation of India Limited to invoke any legal remedy that may be available to it, it being understood and agreed **FIRSTLY** that The Shipping Corporation of India Limited be the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by The Shipping Corporation of India Limited from time to time and its demand in that regard shall be final and binding on the Bank **AND SECONDLY** that the right of The Shipping Corporation of

India Limited to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to The Shipping Corporation of India Limited on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

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

IN WITNESS WHEREOF

**BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

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

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

AND WHEREAS in accordance with the Performance Guarantee clause of the said contract  
the Contractor is desirous of furnishing a Bank Guarantee in the sum of US Dollars \_\_\_\_\_  
towards performance guarantee valid upto six months beyond the date of completion of the contract.

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

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

NOW THIS DEED WITNESSETH as follows:

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

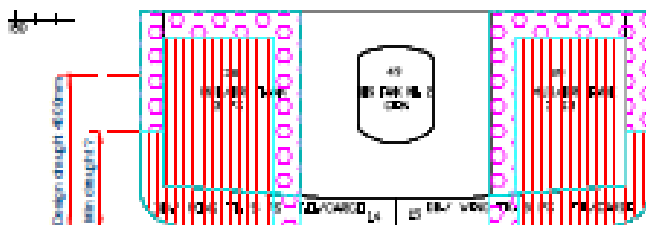
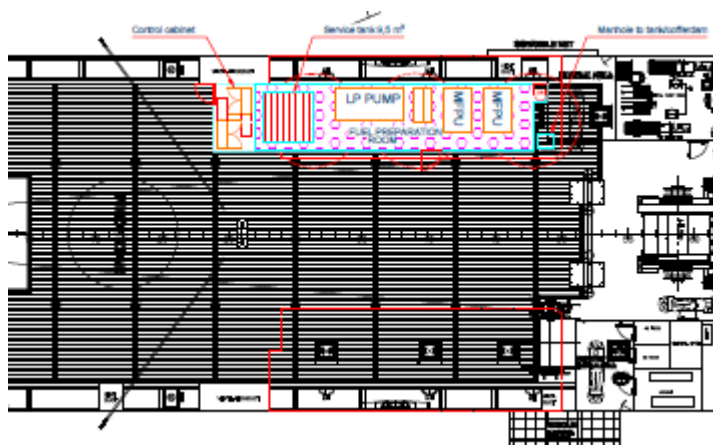
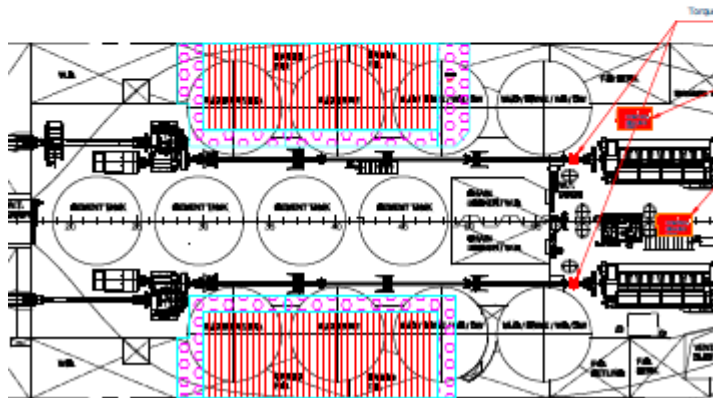
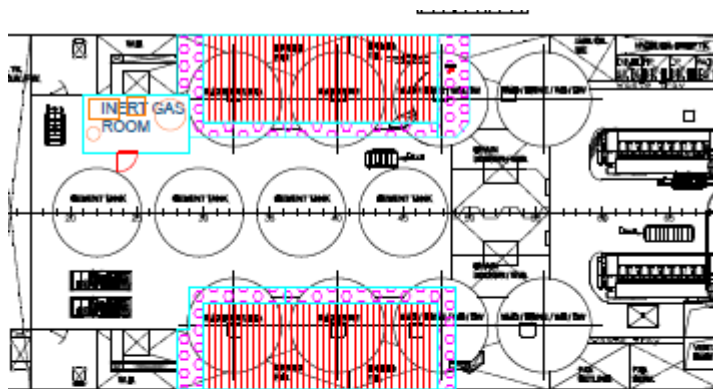
the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to The Shipping Corporation of India Limited on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

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

IN WITNESS WHEREOF



## MAIN FEATURES



- Fuel supply unit placed on deck
- The six round mud tanks are replaced with rectangular tanks for storage of methanol
- Bunker station to be raised to level of cargo rail