

# The Shipping Corporation of India Ltd. (SCI)

Shipping House, 13, Strand Road, Kolkata – 700001



## Tender for commercial vehicles on hire at SCI Haldia

Tender No: KOL/P&A/24-25/HALCAR/01

e-Tender RFX No: 9000046081

**19.07.2024**

## P&A Department

5<sup>th</sup> Floor, Shipping House, Kolkata

Website: <https://www.shipindia.com>

e-Tender Portal: <https://etender.sci.co.in>

**TENDER SUMMARY**

TENDER REF NO.	<b>KOL/P&amp;A/24-25/HALCAR/01 dated 19.07.2024</b>
RFX NO.	<b>9000046081 dated 19.07.2024</b>
TENDER TITLE	<b>Tender for commercial vehicles on hire at SCI Haldia</b>
DUE DATE & TIME	<b>09.08.2024, 17:00 HRS (IST)</b>
PRE-BID DATE & TIME	<b>26.07.2024, 15:00 HRS (IST)</b>
TENDER FEE	<b>Rs. 590/- (Rupees Five Hundred and Ninety Only – including 18% GST)</b>
EARNEST MONEY DEPOSIT (EMD)	<b>Rs. 46,700/- (Rupees Forty Six thousand and Seven Hundred Only)</b>

**CONTENTS**

<b><u>PART – I (TECHNICAL OFFER)</u></b>	
<b>SECTION – I: <u>GENERAL INFORMATION</u></b>	<b>PAGE: 3 to 5</b>
<b>SECTION – II: <u>ESSENTIAL CONDITIONS - ELIGIBILITY CRITERIA</u></b>	<b>PAGE: 6</b>
<b>SECTION – III: <u>GENERAL TERMS AND CONDITIONS</u></b>	<b>PAGE: 7 to 23</b>
<b>SECTION – IV: <u>SCOPE OF WORK</u></b>	<b>PAGE: 23 to 26</b>
<b>SECTION – V: <u>FORM OF PARTICULARS</u></b>	<b>PAGE: 27 to 29</b>
<b>SECTION – VI: <u>LIST OF DOCUMENTS TO BE ATTACHED</u></b>	<b>PAGE: 30 to 31</b>
<b>SECTION – VII: <u>BANNING GUIDELINES</u></b>	<b>PAGE: 32 to 37</b>
<b>SECTION – VIII: <u>PROFORMA</u></b>	<b>PAGE: 38 to 39</b>
<b>SECTION – IX: <u>BID SECURITY DECLARATION</u></b>	<b>PAGE: 40</b>
<b>SECTION – X: <u>GUIDELINES FOR ELIGIBILITY OF BIDDERS FROM NEIGHBOURING COUNTRIES</u></b>	<b>PAGE: 41 to 42</b>
<b><u>PART – II (PRICE OFFER)</u></b>	
<b><u>PRICE OFFER FORMAT – INSTRUCTIONS</u></b>	<b>PAGE: 43</b>
<b><u>PRICE OFFER FORMAT</u></b>	<b>PAGE: 43</b>

## **PART - I**

### **SECTION – I**

#### **Tender for commercial vehicles on hire at SCI Haldia**

##### **GENERAL INFORMATION**

1. E-Tenders are invited by The Shipping Corporation of India Ltd., Kolkata (hereinafter referred to as “the Corporation”) for inviting price offer (E-bids) from reputed and eligible agencies / tenderers under “**Two-bid**” system (Technical Bid and Financial Bid) for the Tender for commercial vehicles on hire at SCI Haldia for the period of 2 years as per scope of work (SOW) defined in Section –IV.

#### **2. PERIOD OF CONTRACT**

The period of contract shall be for two years from the date of contract commencement with an option for extension on two occasions of Three months each at the sole discretion of the Corporation.

#### **3. TENDER FEES**

The digitally signed tender is available on our e-tender site i.e. <https://etender.sci.co.in> for tenderers to participate. Tenderers 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). Tenderers can upload their response against the tender; the response is also to be digitally signed by individual tenderer and will get saved in encrypted format in the system. All the tenderers who upload their response will be getting intimation over email about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.

Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com), <https://etender.sci.co.in> 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. 500/- + 18 % GST = Total Rs. 590/- (Total Five Hundred and Ninety Only)** to the Corporation’s Bank Account (**details mentioned under clause 6 of Part I Section III**) should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

4. Micro and Small Enterprises (MSEs) registered with bodies 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. a) **Pre-Bid Meeting** : To be held at SCI Kolkata Office (13 Strand Road, Shipping House) at 1500 hours on a specified date (as mentioned in Tender Summary).

#### **5. b) DUE DATE**

Tenderers are required to submit their responses/bids before the Submission Due Date and time, i.e., before **1700 hrs on 09.08.2024**. Tenderers should submit their responses before the submission deadline, and should not wait for the last minute as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.

## 6. BROAD INSTRUCTIONS FOR FILLING THE TENDER:

The Shipping Corporation of India Ltd Tender no. **KOL/P&A/24-25/HALCAR/01**, only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted. Cost of tender document and EMD should be deposited through electronic remittance to the Corporation's Bank Account (**details mentioned under clause 6 of section III**) towards Tender Fees and EMD. Copy of Bank Swift / UTR No. towards payment of tender fees and EMD should be uploaded with Technical Offer only. EMD may also be submitted in the form of Bank Guarantee (including e-bank guarantee). The EMD is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

The Tender documents shall be downloaded from <https://etender.sci.co.in> using the RFX No. **9000046081** and submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the Tenderer and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the Tenderer will be debarred from participating in future tenders of the Corporation.

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

The Tender response/ bids for subject tender (RFX **9000046081**) has to be uploaded in two parts. Part I (Technical Offer) is available as in Technical RFX> Folder > Public > Technical Docs. And Part II (Price Offer)

**Part I (Technical Offer) includes:**

SECTION – I	: <a href="#">GENERAL INFORMATION</a>
SECTION – II	: <a href="#">ESSENTIAL CONDITIONS - ELIGIBILITY CRITERIA</a>
SECTION – III	: <a href="#">GENERAL TERMS AND CONDITIONS</a>
SECTION – IV	: <a href="#">FORM OF PARTICULARS</a>
SECTION – V	: <a href="#">SCOPE OF WORK</a>
SECTION – VI	: <a href="#">LIST OF DOCUMENTS TO BE ATTACHED</a>
SECTION – VII	: <a href="#">BANNING GUIDELINES</a>
SECTION – VIII	: <a href="#">PROFORMA</a>
SECTION – IX	: <a href="#">BID SECURITY DECLARATION</a>
SECTION – X	: <a href="#">GUIDELINES FOR ELIGIBILITY OF BIDDERS FROM NEIGHBOURING COUNTRIES</a>

**Part II (Price Offer) includes: PRICE OFFER FORMAT (to be filled in system)**

- 6.1. The Tenderer should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. [All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V, Section-VI, Section-VII, Section-VIII and Section-IX {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page)
- 6.2 The Tenderer is required to download “Technical Offer” 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 and every page and then scanned as a file for upload. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each page and scanned for upload. **All the rates/ quotations/ bids to be filled only in Price Bid (Part – II) which is available under ‘ITEMS’ tab in the system itself.** Price Bids to be filled as per item details mentioned in **Part II – Price Offer** and should be quoted accordingly.

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

Create RFx Response > Technical RFx response >

- a. Index – (upload cover letter, if any)
- b. Tender Docs – (Technical Offer)
- c. Certificates – (All other documents including certificates, authorization letters, proofs and other supporting documents as mentioned in the tender)
- d. EMD – (copy of Bank Swift / UTR No. payment towards EMD)
- e. Tender Fee – (copy of Bank Swift / UTR No. Payment towards tender fees)
- f. Others – additional Information

Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature procured from the licensed competent authority only. The tenderer 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 before due date **09.08.2024 (1700 Hrs)**. **Price Offer (Part –II) should be filled in system only. The same need not be printed and should not be uploaded with Technical Offer.**

**The Contact details for any Issue in upload :**

**022-22772352 .**

**022-22772343/022-22772349**

**[srm.helpdesk@sci.co.in](mailto:srm.helpdesk@sci.co.in)**

#### **7. BANNING GUIDELINES**

The Tenderer should have to sign Banning Guidelines as mentioned in **the General Terms and Conditions respectively. (SECTION VIII)**.

#### **8. 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 **“Part II (Price Offer)”** will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all the information required in the **“Form of Particulars”** should be properly filled in and all documents of the **Part I (Technical Offer)**, must be enclosed with the tender.

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

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

11. Designation and contact details of person for this tender are:

**Senior Manager (P&A)**

**5<sup>th</sup> Floor, Shipping House**

**The Shipping Corporation of India Ltd,**

**13 Strand Road, Kolkata - 700001**

**Contact Number: +91-33-2254 3411**

## **PART - I**

### **SECTION - II**

#### **Tender for commercial vehicles on hire at SCI Haldia**

#### **1. ESSENTIAL CONDITIONS - ELIGIBILITY CRITERIA**

- 1.1 The company should be registered in India under the companies Act
- 1.2 The party must have minimum 2 (two) years relevant experience of providing commercial vehicles on hire during the past 5 (five) financial years in offices of PSUs/ PSBs/ Large Corporate Houses and State/ Central Government offices. Tenderer should have executed job of similar nature during the last 05 financial years as mentioned below:

- 1. One contract worth Rs. 18.68 lakhs Or**
- 2. Two contracts worth Rs. 11.67 lakhs Or**
- 3. Three contracts worth Rs. 9.34 lakhs.**

**Note: Please submit work order, contract copies, purchase order, etc as supporting documents.**

- 1.3 The tenderer must be registered with the concerned authorities of the West Bengal State or Central Government and must fulfill the conditions laid down by such authorities.
- 1.4 The tenderer must be based/ having fully functional office setup in Haldia.

#### **2. ANNUAL TURNOVER CLAUSE**

Tenderer must have an average annual financial turnover of at least **Rs. 7.00 Lakhs** during the last three years ending 31<sup>st</sup> march of the previous financial year.

Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

**Note: It is mandatory to furnish relevant supporting documents, proof for the requirements mentioned above.**

#### **3. BANNED or BLACKLISTED COMPANY**

Tenderer/ Company should not be banned or black listed in any of the central Government, central PSUs, state PSUs, etc for the breach of any business contract for the Supply or Services. Should not be involved in business malpractices, such as evasion of Income Tax, Sales Tax etc.

Declaration stating the above mentioned conditions should be furnished.

**Note: Bidders not meeting the pre-qualification criteria are liable to be disqualified.**

SCI may choose to contact any or all of the customers referred by the bidder above, in order to obtain feedback from them, and may choose to disqualify the bidder based on the feedback received. The bidder shall provide all necessary assistance to arrange the same.

## **PART - I**

### **SECTION – III**

#### **Tender for commercial vehicles on hire at SCI Haldia**

#### **GENERAL TERMS AND CONDITIONS**

1. The e- tender should be uploaded before submission date and time mentioned in the portal, i.e. not later than 1700 hours (IST) on **09.08.2024**.

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. Cost of tender document and EMD should be deposited through electronic remittance to the Corporation's Bank Account (**details mentioned at clause 6 of section III**) towards Tender Fees and EMD. Copy of Bank Swift / UTR No. payment should be uploaded with Technical Offer only. EMD may also be submitted in the form of Bank Guarantee (including e-bank guarantee). The EMD is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

2. **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.

The 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. **PERIOD OF CONTRACT**

The period of contract arrangement shall be for **two years from the date of contract commencement** as decided by the Corporation's management. The Corporation has the sole option to extend the contract on two occasions of three months each after the expiry of the two year contract period. On expiry of the two years contract period, the contractor if advised to continue performing the contract, the contractor will do so at existing rates, terms and conditions.

4. **RATES**

4.1 The rate should be quoted only in Indian Rupees (Rs.)

4.2 The rates quoted/ negotiated & agreed by the tenderer shall remain firm during the tenure of the contract/ extended period of the contract and **NO ESCLATIONS** whatsoever shall either be claimed.

4.3 The rates for supply of service shall be **"All Inclusive Rates Exclusive of GST"**. No other extra charges whatsoever shall be payable in addition.

4.4 The rates should be quoted **excluding GST**. However, percentage of GST applicable should be shown clearly by the tenderer, wherever applicable.

- 4.5 The rates should be quoted according to the specifications mentioned in the tender form strictly as per format of 'Commercial Bid'. It should be inclusive of all duties, taxes & levies, except for those which are enquired for separately (if any like GST) in the 'Commercial Bid'.
- 4.6 The tenderers are requested to quote their best and final offer in the PRICE OFFER (PART-II) **which is to be filled in system only**. 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. Corrections if any made before submission of the tender forms should be initiated by the person signing the tender form, failing which rates for such items will not be considered.

5. **EARNEST MONEY DEPOSIT (EMD)**

- 5.1 The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **Rs. 46,700/- (Forty Six thousand and Seven Hundred only)** to Corporation's Bank Account (**details mentioned at clause 6.0 below**) towards Earnest Money Deposit (EMD), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded. EMD may also be submitted in the form of Bank Guarantee (including e-bank guarantee). The EMD is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
- 5.2 Copy of Bank SWIFT copy / UTR No. of electronic transfer for Earnest Money Deposit (EMD) must be enclosed with the "Technical Offer" only and details should be indicated in the Tender Form, **SECTION- IV**.
- 5.3 Exemption from EMD may be granted to eligible entities (viz. MSEs, Start-ups etc.) as per prevailing Government of India directives / guidelines. For cases of EMD waiver or EMD exemption a Bid Security Declaration Certificate may be provided by the bidders in the tender (Part-I, Section VIII).
- 5.4 **Tenders received without Earnest Money Deposit (EMD) except as mentioned under clause 5.3 are liable to be rejected.**

6. **SCI, KOLKATA BANK ACCOUNT DETAILS**

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

**Account Name: SHIPPING CORPORATION OF INDIA LTD-KOLKATAFC**  
**Bank Name: ICICI BANK LTD**  
**ACCOUNT NO: 039305013488**  
**IFSC Code: ICIC0000393**

7. **FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)**

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



- 7.1 The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.
- 7.2 The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.
- 7.3 The Tenderer seeks amendment of tender terms, or the price offer submitted after opening Price Offer
- 7.4 The Tenderer fails to accept the contract, if awarded or fails to submit Security Deposit and /or Performance Guarantee on award of the contract.

8. **BANNED or BLACKLISTED COMPANY**

Tenderer/ Company should not have been black listed or debarred at the time of submission of Tender, by the Government of India, central PSUs, state PSUs, etc. Certificates / Undertaking to this effect to be attached

9. **MICRO AND SMALL ENTERPRISES (MSES)**

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

10. **EVALUATION**

- 10.1 The Tenderer must quote for all the items in the tender schedule. Evaluation and award of contract will be done on basis of all the line items i.e., the party position/ranking will be drawn on overall basis.
- 10.2 In case the Tenderer does not quote for all the listed items, the quote is liable to be rejected.
- 10.3 The estimated annual volume for each item /service will be multiplied by the corresponding quoted rate by each Tenderer and the results will be totalled to arrive at the overall financial implications. This total financial implication will be used to decide order of competitiveness. **Conditional discounts will not be taken into account for the financial evaluation. GST shall not be taken into account for the financial evaluation.**
- 10.4 All Documents are required to be submitted at the first instance, tender will be evaluated/assessed strictly as per the documents submitted with the technical offer. Any shortcoming in information/documents submitted with technical offer will be intimated to the party at the sole discretion of corporation to fulfil the shortcomings.
- 10.5 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.
- 10.6 The Contract shall be awarded to **One Successful Tenderer** on L1 basis only.

The rate quoted by bidder in (a) Per Kilometer, (b) Per Hour and (c) Monthly Rate will be added to determine the total rate offer by the bidders. The bidder with the lowest total rate quoted in the price bid will become L1 bidder.

**L1 calculation to be done as below:**

- (A)  $30 \times 80 \times \text{Rate per KM}$  (as mentioned in Part II of Bid, Sr No 1)
- (B)  $30 \times 8 \times \text{Rate per Hour}$  (as mentioned in Part II of Bid, Sr No 2)
- (C) Monthly Rate (as mentioned in Part II of Bid, Sr No 3)
- (D)  $(A + B)/2 + C$

Bid with the lowest quoted value of above mentioned calculation 'D' shall be evaluated and considered as the L1 bid.

- 10.7 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.
- 10.8 The Tenderer with whom the Corporation has dealt with earlier may also note that their performance during the 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 the Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which the Corporation's legal dispute is pending, award/non-award of the contract will be the sole discretion of the Corporation.
- 10.9 To assist in the examination, evaluation and comparison of the Technical and Price Bids, the Corporation may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Corporation in the evaluation of the Price Bids.
- 10.10 Provided that a bid is substantially responsive, the Corporation may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. If a Bidder does not provide sought clarification of its Bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.
- 10.11 During the evaluation of Price Bids, the Corporation shall correct arithmetical errors on the following basis:
  - 10.11.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Corporation, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price shall be corrected;
  - 10.11.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
  - 10.11.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (10.11.1) and (10.11.2) above.
  - 10.11.4 If the Bidder does not accept the correction of errors, its Bid shall be liable to be disqualified and action may be taken in accordance with Bid Security Declaration provided by the

Bidder (Part-I, Section X) and / or Bidder may be subjected to other suitable action as per other provisions provided in this tender document.

10.12 The Corporation is not bound to accept the lowest or any Bid, in full or in part.

11. A photocopy of company registration (under Indian Companies Act), Partnership registration certificate, PAN No. and GST Registration should be submitted by the tender along with Part - I of the Tender.

12. **RIGHT OF REJECTION**

12.1 The Corporation reserves the right to decide about Technical Capability, expertise and/or the Tenderer's capacity for fulfilment/ compliance of all the Terms & Conditions spelt out in SECTION-II (Eligibility Criteria) above.

12.2 Corporation reserves the right to reject any / all tenders without assigning any reasons whatsoever.

12.3 If it is observed that the tenderers have formed a cartel while quoting the rates, all the tenderers forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the Corporation for next two years. It is also clarified that if need arises the Corporation would go in for appointment of outside party(s) to undertake the work under captioned tender.

12.4 In case multiple tenders are submitted by one party or if common interests are found in two or more tenderers, then the tenders are liable to be rejected unless the additional tenders are withdrawn.

12.5 The Tenderer must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case tenderers do not quote for all items.

12.6 The decision of the Corporation in this regard (para '12.1' to '12.5' above) shall be final and binding on the tenderer(s).

13. **DISQUALIFICATION**

The tender is liable to be disqualified if:

13.1 Not submitted in accordance with terms and conditions of the Tender documents.

13.2 Price offer is enclosed with the Technical Offer.

13.3 Not accompanied by Earnest Money Deposit and/ or Tender Fees. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded.

13.4 During validity of the tender period or its extended period, if any, the Tenderer increase his quoted prices.

13.5 The Tenderer qualifies the tender with his own conditions.

13.6 Tender received in incomplete form including price schedule.

13.6 Tender received after due date and time.

13.7 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 period if any.

- 13.8 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.
- 13.9 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.
- 13.10 The tenderer is found to be financially unsound (having negative net worth in the last financial/accounting year) on the basis of the audited Balance Sheet/ P&L A/c submitted with the tender.
- 13.11 The Tenderer qualifies the letter of acceptance of the contract with his conditions.
- 13.12 The Tenderer is found to be in arrears or default with regard to payment of any concerned local Government agencies.
- 13.13 The Tenderer submits an incomplete Banning Guidelines document, or the Banning Guidelines 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 Banning Guidelines.

#### 14. **METHOD OF PAYMENT**

- 14.1 No mobilization advance shall be payable.
- 14.2 The payment for the products & services would be made on receipt of bidder's invoice, as under.
- 14.3 Payment of bills will be made after due scrutiny and checking by the Bills Department within 120 days from the date of submission of bills, complete in all respects. In case of MSME vendors, the payment terms to be in accordance with the relevant guidelines of the Regulating body governing MSME rules.

#### 15. **INVOICING**

- 15.1 The Contractor shall submit their original invoice, complete in all respect (in duplicate) to the concerned Officer at our Haldia Office accompanied by:
  - a. Copy of SAP generated **Purchase Order** from the operating department of the Corporation.
  - b. Original receipted WORK DONE CERTIFICATE/ DELIVERY CHALLAN should be duly signed and stamped without any adverse remarks. The signature should be accompanied by their Name, Designation and Employee Code Number of the signing officer along with the date of delivery receipt.
- 15.2 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.
- 15.4 Payment of bills will be made after due scrutiny and checking by the Bills Department within 120 days from the date of submission of bills, complete in all respects. In case of MSME vendors, the payment terms to be in accordance with the relevant guidelines of the Regulating body governing MSME rules.

- 15.6 Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

**16. GOODS AND SERVICE TAX CLAUSE:**

**16.1 Registration & GST Rate**

- a. The Tenderer 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 Tenderer has a valid GST Registration No.
- c. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d. The Tenderer is 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.

**16.2 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 mentioned in the Purchase Order issued)
  - 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

**16.3 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 vendor 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 vendor of the same. Vendor 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.

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

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

**16.5 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 tenderer 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).
- d. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

**17. QUALITY OF RESOURCES**

Quality of resources and promptness in arranging the availability of resources is the essential part of this contract. The tenderer should accept the responsibility for the quality of the resources deployed. The resources deployed by the tenderer should be able to communicate in English

and/or Hindi language. Any resource found to be unsatisfactory post deployment, will be replaced by the tenderer within seven days, as per SCI's instructions.

18. The Tenderer 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.
19. The submission of the tender by the 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.
20. The Tenderer has to nominate their contact person who will be the Single Point of Contact (SPOC) for all correspondence with SCI regarding execution of the Contract. The SPOC should be accessible 24x7 over phone who shall liaise with SCI. In case SPOC is unavailable, then an alternate contact person must be specified.

21. **LIQUIDATED DAMAGES**

In case of delay in clearing of spares/ consignment by the successful bidder beyond the stipulated period for reasons solely attributable to the bidder which resulted in Demurrage Charges, SCI reserves the right to levy liquidated damages/ demurrage charges on the Contractor at the rate of 0.5 % of the value of the contract per week, subject to a maximum of 5% of the contract value for the period of the delay or the full demurrage charges, with the option to terminate the contract if the maximum is reached.

22. **PENALTY CLAUSE**

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

22.1 **Involved in wrongful billing**

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

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

- a. For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- b. For the second contravention, **a monetary penalty of equal to 1% of annual contract value will be imposed.** This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Shipping Corporation of India", payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the tenderer / Security Deposit / Performance Guarantee submitted by them.

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

22.3 **In case;**

- a. Supplier is in breach of terms and conditions of the Purchase Order or
- b. The conduct of the supplier/ vendors/ contractor is under suspicion or
- c. If there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into commercial loss to SCI,

SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the Corporation or suspension revoked, as the case may be.

23. **RISK PURCHASE CLAUSE**

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

- 23.1 The Contractor has failed to arrange services from the date of commencement of the Contract, or
- 23.2 The services are not arranged in time, or assigned job has not been completed in time, or
- 23.3 The services rendered by the Contractor are found unsatisfactory/deteriorating, or
- 23.4 The services do not confirm to the quality/ specifications indicated in the Contract.

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

24. **SUB-CONTRACT**

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

25. **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:

- 25.1 If the contractor is adjudicated insolvent by the Competent Court or files for insolvency or if the contractor being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- 25.2 The contractor commits any breach of the Terms of this Contract/ Tender document.
- 25.3 If any charge sheet is filed by a Competent Authority of the Government against the contractor or company, or the contractor is convicted by a criminal court on grounds of moral turpitude.
- 25.4 The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the contractor being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines (**Section – VII**)
- 25.5 In the event of unsatisfactory service or failure on the part of the Contractor 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.

- 25.6 Any alteration in the tender documents noticed subsequently even during the tenure of the contract.
- 25.7 Information furnished in Part-I (Technical Offer) including all supporting documents are found to be incorrect at any stage even during the tenure of the contract.

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

## 26. **EXIT CLAUSE**

- 26.1 The Corporation shall have the option to terminate the contract at any time during the tenure of the contract without payment of compensation for the balance period to the tenderer by giving notice of THIRTY (30) days, in writing to the tenderer of its intention to do so. In case the exit clause is executed, SCI shall pay the tenderer their dues as per the contract till the date vendor has rendered the services to SCI.
- 26.2 In the event of unsatisfactory service or failure on the part of the Contractor 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 reserves the right to forthwith terminate the contract and in such an event the Contractor shall have no claims whatsoever against the Corporation in consequence of such termination of the Contract.
- 26.3 The Corporation reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the **Termination Clauses** mentioned above.
- 26.4 It is to be clearly understood by the Contractor that if a charge-sheet is filed by any competent authority of the Government against the Contractor, the Contractor is obliged to notify the Corporation within 7(seven) days of filing of the charge-sheet. Failure to do so shall result in forfeiture of all payments due to the Contractor for services rendered after the date of filing of the charge-sheet.
- 26.5 In case any change takes place, in the constitution of the Contractor's company during the validity of the contract period including extension period, if opted, the same should be communicated to the Corporation immediately. The Corporation reserves the right either to continue or terminate the contract under such circumstances.

## 27. **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-VIII), and duly signed on all pages as a token of acceptance. All pages of the **Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of **Banning Guidelines** shall be unconditional and the Tenderer must not change any contents of the **Banning Guidelines**. The signed **Banning Guidelines** should be enclosed with the technical offer of the tender only. Tenders received without the signed **Banning Guidelines** shall be liable to be rejected.

- 28. 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.

29. If there is a change in the name of the Tenderer's firm/ company etc. arising out of:

- 29.1 Merging with some other company or
- 29.2 Collaboration with some other company or
- 29.3 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 changes, 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.

30. **SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

30.1 The successful Tenderer will have to deposit Security Deposit which will be equivalent to: **5% of the contract value.**

The Security Deposit shall be deposited in the form of Crossed Bank Demand draft/ Bank Guarantee (including e-Bank Guarantee) drawn in favour of "The Shipping Corporation of India Ltd" or Bank Guarantee issued by any Nationalized Bank/ Reputed Bank which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.

30.2 Performance Guarantee of equal amount as of Security Deposit is to be paid by the Successful tenderer with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.

30.3 In case of termination of the contract for any reason as per relevant clause of the tender, the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the contractor shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.

30.4 In the event the contractor gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.

30.5 No interest shall be payable on the Security Deposit and Performance Guarantee.

30.6 The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or against any claims/ losses arising as per clauses mentioned herein above.

30.7 The Security Deposit and/or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

31. **VALIDITY**

31.1 The rates given in tender should be valid for acceptance by the Corporation up to Six Months from the due date. In case processing/ acceptance of the tender takes more than Six

months, the tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of Six Months withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.

- 31.2 In case the tenderer increases its Price Offer during the validity of the quotation, the tenderer would be liable to be rejected.

32. **SECURITY CLAUSE**

32.1 While evaluating tenders regard would be paid to national defence and security consideration.

32.2 The Tenderer will be responsible to the Corporation for ensuring that men and services being employed by them do not pose a threat to safety and security of the Corporation.

33. **LAW OF LAND**

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.

34. **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, spares, equipment and materials being carried on board by the tenderer shall be subject to checks by the ship before allowed on board. The tenderer shall abide by and comply with all port regulations.

34. **TENDERER TO INFORM HIMSELF FULLY**

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

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

37. **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.

38. **LIMITATION OF LIABILITY**

The Corporation reserves the right to claim for the consequential losses suffered by the Corporation for non-compliance of the contract on the part of the tenderer. The Tenderer's liability for such damages under the contract shall not exceed the total contract value of this contract.

However, the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with a malafied intention/fraud.

39. **INDEMNITY**

The Tenderer shall defend, indemnify and hold the Corporation and its employees harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Tenderer /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Tenderer or by third party. If any proceedings are brought or any claim is made against the SCI, the selected tenderer shall be promptly notified of such claim and at its own expense take the sole control such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

The Tenderer shall indemnify the Corporation against any claims under the Payment of Wages Act 1936, and/ or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Act / Acts or on behalf of any person / persons employed by him.

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

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

40. **FORCE MAJEURE**

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

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Tenderer, 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 Tenderer shall not be entitled to claim compensation for any loss or damage sustained by the Tenderer by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labour of the Tenderer.

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

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of cancelling 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.

41. **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.

42. **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:**

42.1 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.

42.2 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).

42.3 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.

42.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

- 42.5 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.
- 42.6 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.
- 42.7 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.
- 42.8 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.
- 42.9 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.
- 42.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- 42.11 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.
- 42.12 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.

#### 43. **ARBITRATION**

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this 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, agreeable to both the parties.

The tenderer shall continue to work under the contract / RFP / Purchase order accepted during the arbitration proceedings unless otherwise directed in writing by SCI.

The venue of the arbitration shall be Kolkata

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.

44. **JURISDICTION**

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

45. **DEFINITIONS**

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

45.2 The term “**TENDERER**” or “**BIDDER**” shall mean and include the person, firm or a body corporate which is submitting its tender.

45.3 The term “**CONTRACTOR**” or “**SUCCESSFUL BIDDER**” 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.

46. Any Tenderer from a country which shares a land border with India will be eligible to bid in this tender only if it confirms its acceptance and also complies with the provisions of the “Guidelines for eligibility of a ‘Bidder’ from a Country which shares a land border with India” enclosed at **Part I(Section XII)** of this document. The Tenderer is required to submit the undertaking enclosed therein .

**Note: Please submit the tender documents and supporting documents duly signed and stamped on each page as acceptance of Terms & Conditions of Tender.**

## **PART - I**

### **SECTION – IV**

#### **Tender for commercial vehicles on hire at SCI Haldia**

#### **SCOPE OF WORK**

#### **1. SCOPE OF THE CONTRACT**

The scope of work includes the followings:

- 1.1 Providing Commercial Vehicle of Model not earlier than 2019 on hire for its branch office located at Jawahar Tower Building, SCI Haldia. The car is to be provided at SCI Haldia Office as per requirement given below for general duty/ custom duty/ port duty, etc in and around Haldia and outstation duty for Kolkata, Paradeep, etc. and other places around West Bengal:
  - a. Standard air-conditioned commercial vehicle with driver (Swift D'Zire or equivalent car) on 'as and when required' basis or Km/ Hour Basis
  - b. One standard air-conditioned commercial vehicle (swift D'Zire or equivalent car) with Driver daily on 24 hours use without fuel (diesel) on monthly hire basis.
- 1.2 The contractor must note that the hired commercial vehicles will be utilized by SCI officers for the below listed works. The hired cars may also be utilized by SCI officers for some other official works not listed below.

#### **1.2.1 Utilization of Commercial Vehicle on 'as and when required Km/Hour basis at SCI Haldia:**

##### **a. Custom Related:**

1. Arrangement of/ Obtaining No Objection Certificate (NOC) from Customs for Sign-on/ Sign-Off formalities from Custom Office situated inside Port.
2. Obtaining Port Clearance from Custom Office situated inside port.
3. Arrangement for Custom Boarding of the Vessel till completion
4. Due to Custom unavailability on weekends & Holidays the hired commercial vehicles may be used for custom clearance from Custom residential colony.
5. IGM Filing of Tanker Vessels at Custom Office situated inside Port.

##### **b. Ship Related:**

1. Supply of Vessels Mail and small spares on a regular basis.

##### **c. Crew Related:**

1. Procurement of Shore/ Dock Passes for signing-in Crew and delivery to Ship from Port Office.
2. Sign-On/ Off formalities.
3. Transport of Crew members in case of emergencies/ illness to the local hospital.
4. Transport of Crew members to/ from their Hotel accommodation to vessel at Haldia.

##### **d. Vessel Operations Related:**

1. VON Declaration at Manager marine office for intimation of vessel Arrival.
2. Application for PHO for vessel inspection till completion of PHO formalities of the vessel.

##### **e. SCI Haldia Office Administration related:**

1. Bill Collection from service provider like HFC, BSNL, HAD, etc.



2. Submission of Cheques for HFC, BSNL, HAD, etc.
3. Collection of Bank's monthly statement.
4. Submission of any correspondence/ memos/ letters to any external agencies.
5. In case the 24 hrs car is engaged elsewhere, the hire commercial car on requirement basis may be used for CTM to the vessel, which includes custom formalities, trip to the bank, dock office, etc.

**1.2.2 Utilization of Commercial Vehicle on 24 Hours basis at SCI Haldia:**

The hired commercial vehicle may be used by SCI officers for official related works and the hired car must be deputed at SCI Haldia office on 24 hours basis.

1. In absence of any Ambulance, Taxis at Haldia, the car would be used as a dependable 24\*7 transport for both shore and floating staff to the nearest Hospital situated around 15 kms away.
  2. The hire commercial vehicles on 24 hours basis will be used for Vessel Survey inclusive of weekends and holidays.
  3. Visit to MMD Office inside port on official duty.
  4. Attending the vessel planning meeting during Vessels call at Haldia.
  5. Used for CTM Delivery (without Security Guards) taking into consideration the trustworthiness of the 24\*7 Drivers.
  6. General Administrative works like calling of plumber, carpenter, etc.
- 1.3 Air Conditioned cars like Maruti Swift D'zire or equivalent air conditioned cars will have to be supplied by the contractor.
- 1.4 Tenderers must be reputed and must have at least 2 (two) years relevant experience. Performance certificates from reputed customers must be enclosed in support of their credential and experience (In Part-I of the tender).
- 1.5 It is expressly understood that the contractor has inspected the premises where the commercial vehicles have to be deputed before offering the tender and has obtained for himself at his own responsibilities and cost all the information which may be necessary for the successful execution of the contract and made herself/ himself conversant with all the local conditions.
- 1.6 The bidder must note that 'garage in'/ 'garage out' will not be paid to the contractor as the contract for supply of commercial vehicles.
- 1.7 The contractor must ensure that one car along with a driver is always present in the premises of SCI Haldia.
- 1.8 The contractor shall ensure that the cars provided are nicely maintained and in good condition. The Drivers must be experienced, obedient, well mannered and neatly dressed.
- 1.9 The contractor must strictly comply with all statutory rules and regulations in respect of his assignment and also of the vehicles.
- 1.10 The drivers must have valid Driving License, which should be produced by them as and when demanded by the Corporation or any regulatory body like Traffic police for verification or identification.
- 1.11 The terms of employment of the Drivers and the remuneration given to them by the Contractor, will be in accordance with the provisions of the relevant Rules of the State Government and other authorities as may be applicable from time to time including Minimum Wages Act,

Tender for commercial vehicles on hire at SCI Haldia

Provident Fund Act, Payment of Bonus Act, Workmen's Compensation Act, ESI Act etc. and any other Act which may be enacted by the appropriate government/ authorities for such employees.

- 1.12 The drivers of the car being deployed by the contractor, the contractor will be solely responsible for their wages, uniforms, medical benefits, etc. The Corporation will not be responsible for any injury, disability or loss of life of the persons deployed on duty in the car by the Contractor.
- 1.13 The cars provided must be covered by comprehensive insurance/ valid Road Tax/ valid PUC etc and the Corporation shall not be responsible for any damage to contractor's car in the event of an accident or for any cause or reason.
- 1.14 Contractor shall be fully responsible for any fines/ penalties that may be imposed upon for any offence under the Motor Vehicles Act for wrong parking, negligent driving, over speeding, etc. of the car or any other offence relating to illegal use of the car.
- 1.15 All taxes, including passenger tax, road tax, cost of fuel, engine oil, spare parts, cleaning of cars, insurance against third party/ comprehensive, etc. shall be on the account of hired car contractor. GST shall be as applicable,
- 1.16 No rest rooms/ change rooms or meals shall be provided to the drivers by the Corporation in its office at SCI Haldia. It is the sole responsibility of the Contractor to make these arrangements at their own cost. No claim in this regards shall be entertained by the Corporation.
- 1.17 The contractor should note that the Driver may park the cars, if permitted, in the premises of SCI Haldia at his own risk and responsibilities. The Corporation shall not be responsible for any damage, if occur to the cars while it is parked in the premises belonging to SCI or at the parking space allotted to SCI.
- 1.18 The contractor must ensure supervision of jobs at his/her own cost, to ensure satisfactory and timely discharge of duties.
- 1.19 The contractor shall be liable to reimburse to the Corporation any fines/ penalties or any other payments imposed by the Government Authorities for Contractor's failure to comply with any requirement under the relevant laws and rules applicable from time to time. Similarly, contractor shall also be responsible to any damages caused to the property of the Corporation due to carelessness or improper/ poor quality of job carried out by him/ her.
- 1.20 The Contractor shall ensure total industrial peace during the tenure of contract and the contractor shall be entirely responsible to solve any problems under these contracts and ensures that smooth and efficient services are rendered to the Corporation. Any complaint, agitation by Drivers/ Contractors whatsoever, shall not be entertained by the Corporation in this respect.
- 1.21 It must be clearly understood between the Corporation and the Agency that the Commercial Vehicles on hire and the Drivers shall remain Contractor's employees and also liability/ responsibility of the Contractor at all times during the period of validity of contract and never that of the Corporation and this is the fundamental basis of this contract.
- 1.22 Fuel charges for car hired on monthly basis (24 hour basis) would be paid on actual usage basis upon presentation of fuel bills in original.
- 1.23 Parking Charges/ Toll Charges incurred while the vehicle is on SCI duty shall be paid by SCI paid on actual basis upon presentation of bills/ receipts in original.

**PART - I****SECTION -V****Tender for commercial vehicles on hire at SCI Haldia****FORM OF PARTICULARS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Party Details</b>
01.	Name of the Firm and Full postal address with Pin-code ( <i>enclose address proof</i> )	
02.	<b>Communication details:</b> a) Telephone No.(Office) b) Fax No. c) E-mail address:	
03.	Whether Proprietary/ Partnership/ Limited Company along with year and date of establishment/ incorporation?( <b>Provide proof of establishment/ incorporation</b> )	
04.	Name of the main Partner(s)/ Name of the Proprietor in case of Proprietary concern./ Names of the Directors in case of a Limited Company.	1. 2. 3.
05.	Name of Manager or Managing Partner/ Director responsible for day-to-day conduct of business.  (Enclose phone no. / mobile no./ email id.)	
06.	Audited Balance Sheet and Profit & Loss Statement for last 3 financial years FY 2020-21, FY 2021-22, FY 2022-23, indicating turnover(Enclose Copy)	
07.	Whether your firm is registered under Municipal Act and/ or State Govt. Shops and Establishment Act.  (please attach copy of documents)	
08	Income Tax Returns for last 3 financial years FY 2020-21, FY 2021-22, FY 2022-23	

Sr. No.	Particulars	Party Details
	(enclose copy)	
09.	Income Tax PAN (enclose copy)	
10.	GST Reg. No. (enclose Final Registration copy)	
11.	Average Annual Financial Turnover for FY 2020-21, FY 2021-22 and FY 2022-23	
12.	Mention Details of MSME Registration along with Validity period in case bidder is claiming exemption from Tender Fee. (Bidder also must enclose duly stamped signed copies of MSME registration certificate along with Part-I (Technical Bid) submission.	
13.	Profession Tax Registration No. (enclose copy)	
15.	Name(s) of other Firm(s), Companies in which you are connected/ having interest. If answer is affirmative, please declare full particulars.	
16.	Whether any litigation is pending against you in respect of contracts of similar nature or for any violation of Contract Labour (Regulation & Abolition) Act and if so, give Details.	
17.	In the past, whether any PSU/ Govt. / SCI has banned and/ or blacklisted and/ or taken any punitive action against your firm? If yes, state details/reason.	
18.	Whether any employee/ partner/ director etc. of your firm/ organization has/ had any relations with SCI?	
19.	Is any such ex-employee of SCI working in/ for your firm, who at the time of separating from SCI was at the designation of Deputy General Manager or higher?  <i>(If Yes, please provide his/her details along with his/her role in your organization)</i>	
20.	Your A/c details, Banker's Name and address:	Account No.: _____

Tender for commercial vehicles on hire at SCI Haldia

Sr. No.	Particulars	Party Details
	<p>_____</p> <p>_____</p> <p>_____</p> <p>(enclose a copy of cancelled cheque)</p>	<p>MICR Code:_____</p> <p>IFSC Code:_____</p>

- **Please furnish car-wise specific information as asked for at least 10 cars owned by you and your Company (Registration must be in or after 2019, please refer Section VIII Proforma-I)**
- **Details of relevant work experience for providing commercial car on hire in last 5 years including the work in hand at present with testimonials, if any. (please refer Section VIII Proforma-III)**

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

Date:  
Place:

\_\_\_\_\_  
(Signature of Tenderer)  
Full Name:  
Designation:  
Company's Stamp/seal

**PART - I****SECTION –VI****Tender for commercial vehicles on hire at SCI Haldia**  
**LIST OF DOCUMENTS TO BE ATTACHED**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Check List</b>
01	Tender Cost of ₹ 590/- by way of Demand Draft/Pay Order  (DD/PO to be attached)	DD/PO No. _____  Date: _____  Drawn on _____
02	Earnest Money Deposit of Rs. 46,700/- by way of Demand Draft/Pay Order (DD/PO/ Original BG to be attached)	DD/PO/ BG No. _____  Date: _____  Drawn on _____
03	Valid MSME Registration Certificate enclosed ?	Yes/No?
04	All the pages of this tender document duly signed, implying acceptance of all the terms & conditions described through its length.	Yes/No?
05	<b>Form of Particulars</b> of Bidder duly filled	Yes/No?
06	Copy of Income Tax PAN	Yes/No?
07	Copy of GST Registration	Yes/No?
08	Whether your firm has attached audited copies of profit & loss A/c, Balance Sheet, Income Tax returns for the last 3 financial years FY 2020-21, FY 2021-22, FY 2022-23	Yes/No?
09	Copy of Valid Trade License issued by competent Authority.	Yes/No?
10	Copy of Affidavit/ Registration / License of firm under Shop & Establishment Act/ Municipal Corporation/ State/ Central Government to establish party is based out of / having fully functional office setup in Kolkata	Yes/No?
11	Copy of Work Experience Certificate.  The party must have executed one job of Rs. 18.68 lakhs contract value or two jobs of Rs.	Yes/No?

	11.67 lakhs or three jobs of Rs. 9.34 lakhs in the last 5 financial years of similar nature in the offices of PSUs/ PSBs/ Large Corporate Houses and State/ Central Government offices. Copy of work completion must be submitted along with the Tender Document	
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**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.

**Name & Signature of the Tenderer  
with rubber stamp of the firm**

**Place:**

**Date:**

**PART - I**  
**SECTION – VII**

**Tender for commercial vehicles on hire at SCI Haldia**

**BANNING GUIDELINES**

**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 adopts best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors/ agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.

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

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

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

**2.0 Scope:**

- 2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.
- 2.2 The guiding principles and processes for
  - (i) Removal of an Entity from the list of approved suppliers / contractors
  - (ii) Suspension and
  - (iii) Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.



- 2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor /inadequate performance or for any other reason is outside the purview of these guidelines.
- 2.5 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

### **3.0 Definitions:**

In these Guidelines, unless the context otherwise requires:

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

- iii. 'Competent Authority' and 'Appellate Authority' shall mean the following:

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

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

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

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board. Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at 3.0 iii (a) and 3.0 iii (b) above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

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

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

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

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

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

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

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

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

## **7.0 Banning of Business Dealings:**

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict

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

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

- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
- (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
- (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
- (iv) To submit recommendations to the Competent Authority for banning or otherwise.

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

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

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

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

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

#### **9.0 Show-cause Notice:**

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

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

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

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

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

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

- 10.1 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

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

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

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

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

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

**PART - I****SECTION - VIII****Tender for commercial vehicles on hire at SCI Haldia****PROFORMA – I****CAPABILITIES**

Please furnish car-wise specific information as asked for at least 10 cars owned by you and your Company (Registration must be in or after year 2019)

Sr.No.	Car No.	Model & Make	Registration Date	Commercial Permit valid till	Road Tax valid till	Insurance valid till
01.						
02.						
03.						
04.						
05.						
06.						
07.						
08.						
09.						
10.						

Date:

Authorised Signatory  
(with Official Seal)

**PROFORMA – II****FINANCIAL CAPABILITY**

1.	Audited General Accounts for the last three years FY 2020-21 , 2021-22 and 2022-23 (Actual Balance sheet Profits & Loss Account for the last three years to be enclosed)	
2.	Turn-Over during each of the three years for	

	carrying out works of similar nature 1. 2020 – 21 2. 2021 – 22 3. 2022 – 23	
3.	Net worth during last financial year (2022 – 23)	
4.	ITR for the last three years 1. 2020 – 21 2. 2021 – 22 3. 2022 – 23	

Date:

Authorised Signatory  
(with Official Seal)

**PROFORMA – III**

**EXPERIENCE RECORDS**

Sr. No.	Name(s) of the Client/ Contact person name & number	Type of Service/ Contract	Contract Period	Value of Contract
1				
2				
3				
4				

**NOTE:**

Please mentioned details of job executed with similar nature during the last three financial years (2020-21, 2021-22, 2022-23) a mentioned below:

1. One contract worth Rs. 18.68 lakhs Or
2. Two contracts worth Rs. 11.67 lakhs Or
3. Three contracts worth Rs. 9.34 lakhs.

**Note: above figure are for Two years contract value. Please submit work order, contract copies, purchase order, etc as supporting documents.**

Date:

Authorised Signatory  
(with Official Seal)

**PART - I**  
**SECTION – IX**  
**BID SECURITY DECLARATION**

Date:

Tender No.:

To,

**The Senior Manager I/C (Personnel & Administration)**

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

**Shipping House, 5<sup>th</sup> Floor, 13 Strand Road,**

**Kolkata – 700 001**

**Contact: 033-2254 3411,**

**[kallol.goldar@sci.co.in](mailto:kallol.goldar@sci.co.in)**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will be suspended from being eligible for bidding in any further contract with the Corporation for the period of time of at least 2 years starting from date decided by the corporation, if we are in breach of our obligation(s) as state under:

- (a) Are involved in unfair practices and or/or furnishing false information and /or is in violation of herein contained terms & conditions and /or withdraws submitted bid at any stage after due date of the tender submission; Or
- (b) In the event of withdrawal of our Bid before expiry of the validity period, either before or after conveying the acceptance of the offer; Or
- (c) having been notified of the acceptance of our Bid by the Corporation during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with terms and conditions of the Tender.

We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

\_\_\_\_\_  
**(Signature of the Bidder)**

**Full Name :**

**Designation :**

**Place :**

**Company Seal :**

**Date :**



## **PART - I**

### **SECTION – X**

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

**I.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

**II.** “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

**III.** “Bidder from a country which shares a land border with India” for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**IV.** The *beneficial owner* for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation -

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

**UNDERTAKING**

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

**Place: Signature of the Bidder**

**Date : with rubber stamp of the Company**

Enclosures:

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

**THE SHIPPING CORPORATION OF INDIA LTD.**  
**(A Government of India Enterprises)**  
**P&A DEPARTMENT**  
**PRICE OFFER (PART – II) – Instructions**

<p><b>Tender No: KOL/P&amp;A/24-25/HALCAR/01</b> dated 19.07.2024  <b>RFX No: 9000046081</b> dated 19.07.2024</p>	<p>Tender for commercial vehicles on hire at SCI Haldia – Bidders to provide the rates in the system. Rates to be quoted for following 03 items as detailed below.</p>
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Sr. No.	Particulars	Amount (Rs.)
1.	<p>Rate for supply of hired commercial vehicle on ‘as and when required’ basis (<b><u>Quote Rate per KM</u></b>)</p> <p>Commercial vehicle such as Swift D’Zire or equivalent (excluding GST)</p> <p>Indicative usage per day ‘80 KM’ per day</p>	to be filled in system
2.	<p>Rate for supply of hired commercial vehicle on ‘as and when required’ basis (<b><u>Quote Rate per Hour</u></b>)</p> <p>Commercial vehicle such as Swift D’Zire or equivalent (excluding GST)</p> <p>Indicative usage per day ‘8 hours’ per day</p>	to be filled in system
3.	<p>Rate for providing one commercial vehicle at SCI Haldia for 24 hours daily with Driver but without fuel on monthly hire basis per month (excluding GST)</p>	to be filled in system

- **Tender is to be awarded to one bidder on L1 basis**
- **Please refer Section III , Item 10 , clause 10.6 regarding method of calculation of rates for arriving at the L1 rates**
- **GST shall be paid extra, as applicable.**
- **Bidders are requested to familiarize themselves well with the requirements and scope of work, before quoting their rates**