



The Shipping Corporation Of India Ltd.

(A GOVERNMENT OF INDIA ENTERPRISE)

Regd. Office: Shipping House, 245 Madame Cama Road, Mumbai- 400 021.

Phone: 2202 6666, 22022072 Fax: 022- 22843331

REF: SCI/FP/MANNING CONTRACTORS EMPANELMENT

Date: 23.09.2013

M/s. _____

Sub: - **Tender for the Empanelment of Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai** The Corporation has sole option to extend the contract twice by three months each after expiry of the three years contract period on the same terms and conditions.

Due date: 23.10.2013, 16:00 hours.

Dear Sir(s),

1.0 Sealed tenders are invited by The Shipping Corporation of India Ltd., (hereinafter referred to as the "the Corporation") for the **Tender for the Empanelment of Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai** are as under:

Requirement of Certified Merchant Officers shall be in the SCI Main fleet vessels (comprising of Oil Tankers (Crude & Product), Bulk Carriers, Chemical Tankers, Cellular Container vessels, Oceanographic Research Vessels, Passenger vessels etc) and in the Near Coastal Vessels Fleet for Passenger Vessels & Research Vessels . Further, Officers are required to be supply in the Offshore fleet (Comprising of Offshore supply vessels, Multi Support Vessels and anchor handling vessels) also . In the event of any additional type of vessels where the certified officers are required Manning Contractors shall be in a position to supply same. The specific requirement shall be intimated to all Manning Contractors through email/telephone /SCI website.

Tenderers should have at least **...3.... years** relevant experience in the last **...5....(Five)** years and must have a valid R&PS License issued by Govt. of India to operate this contract.

2.0 Period of Contract:

The period of contract arrangement shall be for a period of **3 years** from the date of contract commencement with 2 extensions of 3 months each as decided by the Corporation's management. The contract for supply of officers will be co-terminal in respect of vessel owned by other Government Agencies if owner terminates the contract/withdraw the vessels from SCI's management.

- 3.0 Tender documents can be collected on payment of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per tender set as tender fees (non refundable) in the form of Demand Draft only, drawn in favour of, "The Shipping Corporation of India Ltd.", payable at Mumbai. The said forms can be obtained at the following address:

The Vice President (Fleet Personnel In charge)
The Shipping Corporation of India Ltd,
"Shipping House", 3rd floor,
245, Madame Cama Road,
MUMBAI-400 021.

Tender documents are also available for downloading from the Corporation's website www.shipindia.com and Government website <http://tenders.gov.in>. However, in such cases, sealed tender documents, duly completed, must be accompanied with the tender fees in the form of a crossed "account payee" Demand Draft for **Rs. 2,500/- (Rupees Two Thousand Five Hundred only)** in favour of "The Shipping Corporation of India Ltd.", payable at Mumbai.

- 4.0 (a) Tenders in the enclosed contract form, duly completed and signed on each page, should be sent in duplicate (Original plus copy, both signed in original and stamped i.e. the duplicate copy should also bear the original signature and not a carbon signature) by registered post/courier service/hand delivery, in a sealed cover super scribed, "Tender for the Empanelment of Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai" addressed to as under:

The Vice President (Fleet Personnel In charge)
The Shipping Corporation of India Ltd,
"Shipping House", 3rd floor,
245, Madame Cama Road,
MUMBAI-400 021.

(b) **DUE DATE:** Tender should reach Corporation's office **latest by 16:00 hours on 23.10.2013** at the above address. **Tenders received thereafter will not be accepted and the decision of the Corporation in this regard shall be final and binding.**

(c) Sealed tenders will be accepted in person/by Post/by Courier. However, the same will not be accepted by e-mail/fax.

(Three copies of tender forms are enclosed, of which one copy can be retained for your record.)

5.0 **BROAD INSTRUCTIONS FOR FILLING THE TENDER:**

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

5.1 The Tender Forms are issued in two parts:

(i) Part I (Technical Offer) includes –

Part I (A)—“General Terms and Conditions”

Part I (B)—“Form of Particulars”

Part I (C)—“Proforma Bank Guarantee for EMD”

Part I (D)—“List of Documents to be attached”

Part I (E)—“Terms and Conditions”

Part I (F)—“Integrity Pact”

(ii) Part II (Price Offer) for submission of quotation.

Tenderer should ensure that all pages of the tender document are serially numbered and that the total number of pages is indicated in the covering letter.

5.2 Tenderers are requested to submit the “Technical Offer” consisting of Part I in one sealed cover (envelope) and the “Price Offer” consisting of Part II in another sealed cover (envelope). On both the sealed covers tenderer's name and address should be indicated on the bottom left side of the cover. The first sealed cover should be superscribed on top “Part I - Technical Offer” and the second cover “Part II - Price Offer”. These two sealed covers should then be put in a third envelope and then be sealed. The envelope should be addressed to the Executive Director (Fleet Personnel) according to instructions as per 4.0 (a) above. All the sealed covers to be super-scribed **Tender for Empanelment for Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai** are as under:

Due Date: 23.10.2013, 16:00 hours.

5.3 Tenderers who download the tender documents from the Corporation's website shall use their own envelopes for submission of the tender in the same fashion as mentioned in 5.2 above.

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

6.0 **ASSESSMENT OF TENDER:**

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the "Technical Offer". On the basis of such technical information, the Corporation will assess the capability of the tenderer to undertake the contract and, if found unsuitable, shall reject the tender, in which case the "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 Technical Offer - Part I, must be enclosed with the tender.

7.0 Once a tender is accepted on technical grounds, then selection among such technically qualified tenderers would normally be only on the basis of prices 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.

8.0 **Tenderers are requested to quote their best and final offer for service charge for engagement of per officers per day basis. No revised offer shall be entertained.**

9.0 **VALIDITY:**

9.1 The rates given in the 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 after expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till finalization of the contract.**

9.2 During the validity of the quotation, in case the party increases its Price Offer, the tender would be liable to be rejected and EMD will be forfeited. In case the tenderer withdraws his offer during the validity of the quotation or

extension granted by him on the validity and/or his failure to accept the contract if awarded, the Earnest Money shall stand forfeited.

10.0 **EARNEST MONEY DEPOSIT:**

No tender would be considered unless accompanied by A/c Payee Demand Draft drawn in favour of the "The Shipping Corporation of India Ltd.", payable at Mumbai, or Bank Guarantee from a Nationalized Bank, for a sum of **Rs5,00,000/- (Rupees Five Lakhs Only)** as Earnest Money Deposit. The amount will be refunded to unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period, whichever is earlier. The earnest money is liable to be forfeited if at any time after receiving tenders, it is noticed by us that the party is not earnest in as much as they have withdrawn their offer or sought amendment of the terms quoted which are not acceptable to us or failed to furnish the contract guarantee as required by the Corporation or not responding to our communication in time for clarifications of some of the relevant terms and conditions of the quotations etc. The decision of the Corporation on this issue will be final and binding on the tenderer.

The Demand Draft or Bank Guarantee for Earnest Money Deposit must be enclosed with the "TECHNICAL OFFER" only and details should be indicated in the Tender Form Part I (B).

11.0 **INTEGRITY PACT:**

The tenderer shall submit the tender along with the "Integrity Pact", issued along with the tender document, duly signed on all pages and details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the tenderer must not change any contents of the Integrity Pact. **The signed Integrity Pact should be enclosed with the technical offer of the tender only.** Tenders received without the signed Integrity Pact and/or without details filled in, shall be rejected and the EMD shall stand forfeited. The contact details of the Independent External Monitor as follows.

Shri S. Punhani

E-mail: spunhaniiem@sci.co.in

Yours faithfully,

(Capt.Philip Mathews)
Vice President (Fleet Personnel I/c)

Encl.: a/a

**THE SHIPPING CORPORATION OF INDIA LTD
(A Government of India Enterprise)**

GENERAL TERMS AND CONDITIONS

- 1.0 The tender should be submitted in sealed cover addressed as under, so as to reach the Corporation not later than 16:00 hours on **23.10.2013.**

Capt.Philip Mathews, Vice President (Fleet Personnel –In charge)
**Third Floor, Fleet Personnel Dept,
Shipping Corporation of India Ltd,
“Shipping House”, 245 Madame Cama Road
Mumbai – 400 021.**

The cover should be super-scribed **Tender for the Empanelment of Manning Agents for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai**

Sealed Tender Submission

Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of Vice President (Fleet Personnel In charge)’s Secretariat before due date and time. However, if it is not convenient for the tenderer to visit the Corporation’s office in Mumbai, then the tenderer may send the tender by post/courier service at the above mentioned address so as to reach on or before the due date and time. Tenders received after the due date and time will not be accepted under any circumstances. Tenders received by e-mail/fax will also not be accepted.

2.0 **Eligibility Criteria**

2.1 **R&PS License**

Tenderer should have the valid R&PS License issued by the Director General of Shipping and the tenderer should be qualified to open the Articles of Agreement for officers who will be engaged on board ship to carry out the subject contract.

Tenderer’s name, as an employer’s agent, will be mentioned in the Articles of Agreement opened for their Officers.

2.2 Experience

Tenderer should have at least 3 (three) years experience during last 5 (five) years in supply of certified officers. Tenderer should have supplied at least total 90 nos of certified officers in the last 3 financial years (average 30 officers per year for last 3 financial years) to Shipping companies for posting on board various type of vessels . The officers supplied should be holder of Indian Certificate of competency or Equivalent Certificate issued by Indian Maritime Administration. Tenderer should Substantiate the experience by furnishing details of services provided on vessels during the period, indicating names of shipping companies to whom services are being provided, together with copies of documents like invoices / certificate from ship owners as proof of experience. Tenderer should have offices in Mumbai or in the vicinity of Mumbai.

2.3 Annual Turnover

Tenderer must have minimum average annual turnover of **Rs.2,0000,000/- (Rupees Two crores only) as service charge/manning fees including the wages** in last three years.

[Tenderer must furnish the certified true copy of annual income tax return for last three years to substantiate the annual turnover and Balance Sheet]

2.4 ISO Certification

Tenderer should have a valid ISO Certificate issued by the Quality Certification Agency

2.5 PAN No/Service Tax Registration No

Tenderer should have a valid PAN No and Service Tax Registration Number.

2.6 Compliance of the provisions with regard to the Maritime Labour Convention (MLC-2006)

Tenderer shall be required to produce the evidence of statement of compliance with regard to the provisions of Maritime Labour Convention 2006.However as this is a new regulation, hence it can be submitted prior to the opening of the price bid.

2.7 Office Staff/ Infrastructure

Tenderer should have an office located in Mumbai with adequate infrastructure which is manned by persons having experience in the Manning of the vessels preferably by Merchant Marine Officers. Organization chart of the company is required to furnish by the Tenderer.

2.8 Opening /Closure of the Article of Agreement and filing the returns of the articles to Shipping Master's Office

Tenderer shall open the article of agreement while engaging an officer onboard. Similarly the article shall be closed by the manning agent at the time of discharge from the vessel. The filing of the required returns to shipping Master's office shall be the responsibility of the Tenderer.

2.9 Payment of wages

Once empanelled Tenderer is required to pay the monthly allotment / advance as required and settle all the dues in full and final to the officers up on their discharge from the vessel as per the stipulated contract rate/ terms and conditions . SCI will be reimbursing the as per the stipulated contract rate/ terms and conditions.

2.10 Annual Manning Contractors Audit by the SCI

Once empanelled, the manning agency will be audited by the officials of SCI as per the provision of Directorate General of Shipping Engine Circular no. 84 dt4.5.2007. In case of any non performance of the manning agency ,SCI shall have the sole discretion to remove the manning agency from the Empanelment list of SCI. SCI may empanel any other Manning Contractors in place of the non performing manning contractor.

3.0 Period of Contract:

3.1 The contract shall be for a period of ...3... **years with 2 extensions of 3 months each** . The period of the contract shall commence from the date of management approval.

3.2 The Corporation reserves the right to award the contract to **Six** tenderers and also the Corporation reserves the right to decide the proportion of business to be given to each party as per the rules of the Corporation.

4.0 Rates:

4.1 The tenderer is required to quote only one uniform rate (**Service Charge per day per officers**) for senior officers (Master, Chief Officer, Chief Engineer Officer and Second Engineer Officer and another rate for junior navigating and engineer officers including Radio Officers, Electrical Officers, Medical officers and Petty Officers etc (requirement as provided in clause 9.0)). The rate, so quoted, will be treated as firm for the period of the contract and extensions, if any, opted by the Corporation. The wages of the officers shall be decided by he Corporation.

Section – I

Officers Emoluments will comprise of the following elements:

(i) As per prevailing agreement in industry and recognized by INSA & MUI for officers along with Market correction allowance (if applicable) will be paid wages on monthly basis from the date of opening of Articles of Agreement till the date of signing-off from the Articles of Agreement (Inclusive of both dates). All allowances including over time wages, leave wages, social security benefits viz. Provident Fund Gratuity etc are included in the Consolidated daily wages of the officer

(ii) Repatriation Expenses -- Repatriation for officers towards joining the vessel at the port of joining from the port of engagement and repatriation to the port of engagement from the port of discharge, will be payable as per existing INSA- MUI agreement and as per Company's employment letter .

[Note that above two components (i, ii) will not be considered for commercial evaluation]

Further with respect to (i) above, tenderer should ensure that the terms of employment (including, but not limited to, wages, overtime, gratuity, Provident Fund etc) of officers is in accordance with relevant statutes/rules and/or MUI or other agreements as currently in force or as may be applicable from time to time, duly supported by relevant documentary evidence.

The tenderer must be familiar with above and agree to pay officers based on the above provisions.

It is agreed between the Corporation and the tenderer that the Corporation shall reimburse the wages and other entitlements of officer upon production of duly signed acknowledgements/ bank documents evidencing the actual payments to the officer by the tenderer. Tender should also submit a copy of the employment agreement issued by the Manning agent to the officer indicating all terms and conditions of employment including the wages and other emoluments payable by the manning agent to the Officer.

The Corporation may require the tenderer to undertake the full & final settlement of Articles of Agreement wages in the presence of SCI's representative. The Corporation shall have the discretion of having its representative present at the time of full & final settlement.

SECTION – II

Statutory levies (i.e. Service Tax, Education Cess)

Service Tax including Education Cess will be paid extra as per the prevailing rates under the Act of the country.

4.2 Revision clause

No enhancement in rate of **Service Charge for engaging officers** will be permitted for any reasons whatsoever during the currency of the contract including extension period, if opted.

However, the Corporation may allow provision for variation in **officer's wages and other entitlements due to revision in agreement or other agreements as currently in force or depending up on the market conditions which is approved by SCI Management and Statutory Levies** (Service Tax & Education Cess) **due to changes in Government Policy**, subject to submission of required documentary evidence.

- 4.3 Tenderers are requested to indicate their best rates together with maximum discount at the very first instance since further negotiations after opening price offers, which is entirely at the discretion of the Corporation, may or may not take place.
- 4.4 Tenderers are advised to exercise greatest care in entering the rate of Service Charge. No excuse that mistakes have been made or requests for rates to be corrected will be entertained after the quotations are opened. Correction/s, if any, should be initialed by the person signing the tender form before submission, failing which the rate for such may not be considered.
- 5.0. The estimated requirement is for indicative purpose only and **without any commitment from the Corporation.**
- 6.0 **ASSESSMENT OF TENDER :**

The Tender will be assessed first on the basis of documents submitted in the Part-I of the tender comprising the "Technical Offer". On the basis of such technical information, The Shipping Corporation of India Ltd. (hereinafter refer to as "Corporation") will assess the capacity of the tenderer to undertake the contract and, only if found qualified shall accept the tender, in which case the "Price Offer" will be opened and if found not qualified, shall reject the tender, in which case the "Price offer" will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all information required in form of particulars should be properly filled in and all the documents like R&PS License no., Proof of experience, Proof of Certificate of ISO 9001, PAN Number, Service Tax Number, Tax Deduction no. etc. whichever/wherever applicable must be enclosed with the tender.

6.1 Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be on the basis of prices quoted. However, the Corporation reserves the right to reject all/any tenders and the decision of the Corporation in this regard shall be final and binding.

6.2 The rates for service charges given in the tender should be kept open for acceptance by the Corporation up to six months from the due date given in clause 1.0 above. In case processing/acceptance 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 quoted rate shall be valid till the date the contract is finalized. During the validity of the quotation, in case the party increases its price offer, the tenderer would be liable to be rejected. In case, the tenderer withdraws his offer during the validity of quotation or during extension granted by him on the validity and/or his failure to accept the contract, if awarded, the Earnest Money shall stand forfeited.

6.3 The Tender should be accompanied by a Crossed Demand Draft /Bank Guarantee drawn in favour of “The Shipping Corporation of India Ltd.,” payable at Mumbai”, for a sum of **Rs. 5,00,000 /- (Rupees Five Lakhs Only)** as EMD to be refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract if awarded. The Demand Draft for Earnest Money Deposit (EMD) must be enclosed with the “TECHNICAL OFFER” only.

6.4 **The Corporation proposes to award the contract to Six tenderers subject to the qualifying Six parties accepting the lowest quote.** The proportion of business to be allotted to all six parties equally on first come first serve basis appointed to perform the contract with the same rate schedule will be as under:

- 7.0 Tenderers may please note that evaluation of the tenders shall necessarily take into account: -
- (i) valid Recruitment and Placement Services (R&PS) License and statement of compliance MLC-2006.
 - (ii) experience and performance on manning contract during 3 years in the last 5 years.
 - (iii) financial standing through Annual Report, Balance Sheet & Profit and Loss Account of last three years and
 - (iv) if they had committed breach of contract / disempanelled with SCI.
 - (v) possession of statutory license required by the applicable law of the country.
 - (vi) Certificate of incorporation, Article of Association in case of Company
 - (vii) Permanent Account No
 - (viii) Service Tax Registration No
 - (ix) Drug and alcohol policy of the company
 - (x) Recruitment policy
 - (xi) Quality Certification

It would be the Corporation’s sole discretion whether to consider such parties for award of the contract.

8.0 **Disqualification:**

The tender is liable to be disqualified if:

- (a) not submitted in accordance with terms and conditions of the Tender Form.
- (b) not accompanied by Earnest Money Deposit in the form of Pay Order or Demand Draft or Bank Guarantee.
- (c) during validity of the quotation period or its extended period, if any, the tenderer increases his quoted prices.

- (d) the tenderer qualifies the tender with his own conditions.
- (e) received in incomplete form including rate schedule.
- (f) received after due date and time.
- (g) information submitted in Technical Offer is found to be incorrect or false at any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- (h) the tenderer of the contract qualifies the letter of acceptance of the contract with his conditions.
- (i) the tenderer is found to be in arrears or default with regard to payment of dues to Dock Labour Board/Pool and other concerned local Government agencies.
- (j) multiple tenders are submitted by one tenderer or if common interests are found in two or more tenderers, the tenderers are liable to be disqualified.
- (k) while processing the tender documents, if it comes to the knowledge of the 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.
- (l) the tenderer is found to Positive Net Worth on the basis of the audited Balance Sheet/ P&L A/C for last three years submitted with the tender.
- (m) the tenderer submits an incomplete Integrity Pact document, or the Integrity Pact document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company.

9.0 Technical Qualification and requirement of officers on board:

The tenderer must fulfill following criteria in respect of the officers employed by them:

- a. Tenderer should ensure that officers should have all valid Original Certificates, endorsements etc to perform in the rank proposed as required by Administration and SCI. **Manning contractor is required to conduct an interview of the candidate for assessing the suitability of the candidature prior presenting to SCI . Manning contractor is required to carry out a back ground check with the previous employer regarding his performance.**
- b. All Officers proposed by the Manning Contractor should have medical fitness certificate issued by the Corporation's empanelled Medical

Officers. Any officer proposed by the manning contractor is found medically unfit, his reporting will not be accepted. The officer will be selected only if they are found to be medically fit by our empanelled Doctors.

- c. All officers must be in possession all required certificates and must carry evidence (in original) of same for presentation to Office/ Master. **At any stage any document is found fraudulent, officer will be signed off immediately on the cost of the manning agent and all cost incurred by SCI in this regard will be recovered from the manning contractor.**

For personnel joining off shore, Police clearance certificate from officer's home town will be required for making ONGC pass. It shall be the responsibility of the manning contractor to obtain the necessary NED passes from the ONGC and its renewal etc.

The bio-data of all proposed officers should be submitted/ forwarded for approval of the Corporation.

It will be the sole responsibility of manning agency to make ONGC passes and renew same in time. The manning agency will not be paid any extra money for making/renewal of pass. However we shall facilitate for making the necessary paper work.

The tenderer must arrange for all immigration-related activities and conveyance arrangements at the time of sign-on and sign-off of officers.

The posting of SCI Regular Officers will be given first preference than contract Officers. The posting of contract officers shall be done at the discretion of SCI.

10.0 **Billing Clause:**

1. The Manning Agency should submit monthly bills of the officers in triplicate, clearly indicating total earnings, advance paid onboard, service tax as applicable and service charges etc.
2. On completion of contract, Manning Agency should submit full and final bill of the officers in triplicate enclosing therewith all the details of the payments made to the officers on board, monthly payment received by them etc. Full and final bill must be accompanied by Officers Account of wages in original along with proof of payment made to the officer and other statutory authorities. No settlement will be made if original Account of Wages is not submitted.
3. The payment of bill will be made within **30 days** from the date of submission of bill completed in all respects and will be subject to deduction of tax at source as applicable from time to time.

4. In the event of failure to supply officers / complaint regarding the non payment to officers employed etc as required, the Corporation reserves the right to withhold the payment of the manning contractor and including the termination of the manning contractor empanelment with SCI.

5. Please note that any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

11.0 **Risk Purchase Clause:**

Supply of officers in time is the most important for this contract. If at any time during the currency of the contract it is observed by the Corporation that,

- (a) services are not arranged in time and/or
- (b) the officers supplied by Manning agency do not conform to the requirement, the Corporation will be at liberty to obtain services covered under this contract from alternative service(s) at contractor's risk and cost including invoking/resorting to apply any other clause of this tender document.

12.0 **Penalty Clause:**

Further, if the tenderer fails to render service as per the provisions of the tender/contract, then in that event, the Corporation has a right to take the following actions: without prejudice to any of its rights, including the right to claim damages:

- i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- ii) For the second contravention, a monetary penalty of Rs. 25,000/- (Rupees Twenty Five Thousand only) will be imposed for each occurrence. This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Shipping Corporation of India Ltd.", payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the tenderer.
- iii) For the third contravention, the contract is liable to be terminated and the tenderer may be debarred from the contract for a specified period, which will be decided by the Corporation.

13.0 **Termination Clause:**

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

- (a) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (b) Tenderer commits any breach of the terms of this contract/tender document.
- (c) If any charge sheet is filed by a competent authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- (d) The tenderer is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation for the next three years.
- (e) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.

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

- 14.0 In case the contract is terminated by the Corporation for breach of any of the terms and conditions of the tender/contract or if the tenderer's services are not found satisfactory or after expiry of the contract, in such an event, the Corporation reserves its right to recover from the tenderer the entire expenditure incurred in making alternative arrangement throughout the remainder of the contract period and also to hold the tenderer responsible for any losses/compensation payable to other parties.
- 15.0. It is clearly understood by the tenderer that if a charge sheet is filed by any competent authority of the Government against the tenderer, the tenderer is obliged to notify the Corporation within fifteen days of filing of the charge-sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.
- 16.0 If there is a change in the name of the tenderer's firm / company etc. arising out of:
- i) merging with some other company, or
 - ii) collaboration with some other company, or
 - iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the tenderer's firm, the Corporation should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the

changed/alterd scenario. Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein.

17.0 Exit Clause:

The Corporation at its sole discretion can terminate the contract without assigning any reason whatsoever by giving 30 days notice to the tenderer.

The Corporation also reserves its right to terminate the contract in event of change of employment of the vessel/change in service of the vessel/in event of any damage to the vessel due to any reason such as grounding, fire etc. and/or any other reason, the Corporation may deem fit.

18.0 Tender Downloaded from Website:

- (a) At the time of submission of sealed tender, the tenderers who have downloaded the tender documents from the Corporation's website are required to submit separately, along with sealed tender documents, a Crossed Demand Draft drawn in favour of The Shipping Corporation of India Ltd., Mumbai for a sum of **Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)** towards Tender Fees. Sealed tenders received for submission without tender fee will not be accepted.
- (b) Tender documents, if downloaded from the Corporation's website, shall be downloaded and submitted in toto repeat in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document submitted by the tenderer and if found out (be it at any stage of the tender processing and even after award of 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.

19.0 Earnest Money Deposit:

No tender would be considered unless accompanied by A/c Payee Demand Draft or Bank Guarantee in favour of "The Shipping Corporation of India Ltd." for **Rs 5,00,000/- (Rupees Five lakhs only Only)** as Earnest Money Deposit.

This amount will be refunded to all unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period whichever is earlier. The Earnest Money is liable to be forfeited if at any time after receiving tenders, it is noticed by the Corporation that the tenderer is not earnest in as much as they have withdrawn their offer or sought amendment of the terms quoted which are not acceptable to the Corporation or failed to furnish the contract guarantee as required by the Corporation or is not responding to communication of the Corporation in time for clarifications of some of the relevant terms and conditions of the quotations etc. The decision of the Corporation on this issue will be final and binding on the tenderer.

20.0 Security Deposit and Performance Guarantee:

- 20.1 The successful tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract or Rs.5,00,000/-(Rupees Ten Lakh only) whichever is less, in the form Demand Draft or Bank Guarantee which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- 20.2 Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful tenderer(s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- 20.3 In case of termination of the contract for any reason as per Clause Nos. 13.0 the Security Deposit and/or Performance Guarantee by Nationalised Bank shall stand forfeited, either wholly or partly and the tenderer(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- 20.4 In the event the tenderer(s) gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/or Performance Guarantee shall stand forfeited.
- 20.5 No interest shall be payable on the Security Deposit and Performance Guarantee.
- 20.6 The Corporation shall also be entitled to make recoveries from the tenderer's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 20.7 The Security Deposit and/or Performance Guarantee paid by the tenderer towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

21.0 Validity:

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

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

22.0 **SECURITY CLAUSE:**

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

22.2 The tenderer will be responsible to the Corporation for ensuring that officers , employed by them on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by the Corporation.

23.0 **ISPS Clause:**

a. A declaration is to be produced by the Contractor that police verification has been carried out for officers supplied by them who will be engaged on board including clearance from ONGC Security Dept for getting ONGC Passes. The making of ONGC NED pass will be Tenderer's responsibility. The Corporation will provide necessary letter required, if any, to facilitate the issuance of ONGC NED pass to approved officers . The Corporation will not make any addition payment for making/renewal of ONGC pass.

b. 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.

c. The tenderer shall abide by/comply with all Port Regulations.

d. The tenderer will ensure that officer's ONGC NED pass is made/duly renewed prior joining of the vessels. The ONGC NED pass should have atleast 3 months validity prior joining the vessels.

e. It will be tenderer's responsibility to make dock entry/ stream pass for officers joining in Mumbai port.

24.0 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.

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

26.0 **LABOUR CLAUSE:**

The tenderer/s alone shall be liable to pay the wages and all other payments as may be due to their employees/men/workers engaged by the tenderer/s to deliver the goods or providing the services on board as per contract. The

tenderer/s shall also indemnify the Corporation for any claims arising out of death/injury or whatsoever, made by such employees/men/workers engaged by the tenderer/s.

So far as the Corporation is concerned the tenderer shall take all steps with their labour/employees for compliance of statutory regulations and the Corporation will in no way be responsible for violation on the part of the tenderer of any statutory obligations imposed on him vis-à-vis his labour/employees. In the event the Corporation is to make any payment on their behalf relating to any claim for their labour/employees in terms of any direction of any court of law or other statutory authority, the tenderer will suitably indemnify the Corporation in this regard, in addition to Corporation's right to recover the same from tenderer's pending or future bills.

27.0 ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/contract or the validity or breach thereof, shall first be an attempt to mutually settle the same amicably. However, if the said settlement being not possible, shall thereafter be referred to a Sole Arbitrator, to be appointed/nominated by the Corporation. The venue of the said Arbitration shall be at Mumbai.

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

28.0 INTEGRITY PACT CLAUSE:

The tenderer shall submit the tender along with the "Integrity Pact", issued along with the tender document, duly signed on all pages and details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the tenderer must not change any contents of the Integrity Pact. The signed Integrity Pact should be enclosed with the technical offer of the bid only. Bids received without the signed Integrity Pact and/or without details filled in, shall be rejected and the EMD shall stand forfeited.

If the Corporation has disqualified the Tenderer from the tender process under the Integrity Pact prior to the award of contract, the Corporation is entitled to demand and recover from the Tenderer liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.

If the Corporation has terminated the contract or if the Corporation is entitled to terminate the contract under the Integrity Pact, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

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

The contact details of the Independent External Monitor as follows.

Shri S.Punhani

E-mail: spunhaniiem@sci.co.in

We agree to abide by the above terms and conditions.

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

Place:

Date:

THE SHIPPING CORPORATION OF INDIA LTD
(FLEET PERSONNEL DIVISION)

TECHNICAL OFFER (PART – I)
FORM OF PARTICULARS

Sub: Tender for the Empanelment of Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai for a period of years from the date of approval of the Corporation's Management. Due date.

Sr.	Description		Particulars
1.0	Name of the tenderer and full postal address	:	
1.1	Telephone Number (Office)	:	
	Telephone Number (Residence)	:	
	Mobile Number	:	
1.2	E-Mail Address	:	
1.3	Fax Number	:	
2.0	Whether proprietary or partnership or limited company. [Tenderer to attach copy of partnership deed / Memorandum & Article of Association and Organizational Chart of the firm / company on separate sheet] [Also tenderer to attach audited Balance Sheet and Profit & Loss Account of last 3 (three) years]	:	
2.1	Year of constitution	:	
3.0	Name of the main Partner/s or name of proprietor in case of Proprietary Concern or name of the Directors in case of Limited company	:	
4.0	Name / s of other firm /s or Companies in which	:	

	tenderer has an interest.		
5.0	Year and date of establishment of firm	:	
6.0	Details of Experience : Names of your important Customers to whom tenderer has provided "senior officers during last five years " on board their vessels. [Tenderer to attach proof of experience furnishing copies of invoices duly certified by the vessels or company's letter]	:	
7.0	Regn No. and date of company's registration under Municipal Shops and Establishment Act as required by applicable act of the country. [Tenderer to attach copy of registration certificate)	:	
8.0	Remuneration received as manning fee/service charge towards supply of senior officers during last 3 years. (Attach Documentary evidence)	:	
9.0	Tenderer to confirm that they are acquainted with Customs / Port Trust formalities and prepared to service the contract.	:	
10.0	Service Tax Registration [Tenderer to attach copy of registration certificate]	: : :	Service Tax Regn. No.: Date:
11.0	RPS license No. issued by DGS [to attach copy of same] and Statement of Compliance of MLC-2006 to be enclosed.	:	RPS License No.: and its validity
12.0	Permanent A/c No. [Tenderer to attach copy of PAN Card]	:	PAN No.:
13.0	Name (s) of Banker (s)	:	

	and their address [Tenderer to attach original certificate from their bankers about their financial status and credit facility available to them]		
14.0	Tenderer to state whether any member of their company has any relation employed in the Corporation. If yes, give full details.	:	
15.0	Whether the tenderer employs in any capacity administrative or advisory, ex-officer of the Corporation, who has retired from the company as DGM or higher level in preceding two years as on the bid closing date.	:	
15.1	If the answer is in affirmative to (15.0), the name and designation of that officer in the firm, his designation at the time of retirement from the Corporation and his date of retirement from the Corporation should be furnished.	:	
15.2	Also the role and responsibilities of that officer in the firm especially with regard to the contract for which the bid is made should be clearly spelt out.	:	
16.0	Whether tenderer firm has been disqualified by the Corporation at any time in the past for this particular contract, if yes, state reasons.	:	
17.0	Earnest Money Deposit [Tenderer to enclose Demand Draft or Bank Guarantee with Technical	:	DD / BG NO.: Date of Issue: Name of Bank: Amount: Rs.

	Offer (Part – I)]		
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NOTE: Particulars requested above may be furnished on separate sheets, wherever necessary.

Signature of Tender)

Place:_____.

Date :_____.

Full Name: _____.

Designation: _____.

Rubber Stamp

PROFORMA BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be furnished on Non-Judicial Stamp Paper)

To,
The Shipping Corporation of India Ltd
'Shipping House'
245-Madame Cama Road,
Mumbai – 400 021

Financial Guarantee No. _____ dated _____ for **Rs 5,00,000 /-** (Rupees **Five Lakh Only**) as Earnest Money Deposit for Tender for **"Tender for the Empanelment of Manning Agents for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai"** for a period of years from the date of approval of the Corporation's Management. Due date

Dear Sirs,

We, _____ (the name of the bank with complete postal address), hereby guarantee M/s _____ (the name of the tenderer with complete postal address) and undertake to pay you on first written demand without any demur irrespective of any dispute between The Shipping Corporation of India Ltd and M/s _____ (Tenderer name) the sum of **Rs 5,00,000 /-** (Rupees **Five Lakh Only**) in respect of Earnest Money Deposit Guarantee.

This Guarantee is valid until _____.

Notwithstanding any other provision in this Guarantee, our maximum liability under this Guarantee, inclusive of any interest shall in no event exceed in aggregate the sum of **Rs 5,00,000 /-** (Rupees **Five Lakh Only**)

This Guarantee will expire on _____ and notwithstanding any other provision in this Guarantee we shall not be liable to you unless a valid claim is received by us at our counters in writing on or before the expiry date aforementioned.

Any claim made under this Guarantee must be received by us in writing in this office on or before _____, after which date this Guarantee shall automatically null and void.

No claim will be entertained after the date of _____.

This Guarantee shall be governed by and construed in all respects in accordance with the laws of Government of India.

This Guarantee must be returned to us upon its expiry or upon fulfillment of its undertaking, whichever is earlier. However, it shall be null and void after the aforementioned expiry date, whether returned to us or not.

Yours faithfully,

For (Name of the Bank)

(Authorized Signature with Bank Stamp)

The Shipping Corporation of India Ltd
(A Government of India Enterprise)

DOCUMENTS REQUIRED TO BE ATTACHED WITH TECHNICAL OFFER PART

01. Copy of Partnership Deed or Memorandum and Article of Association of the Company, as the case may be.
02. Certificate of Incorporation
03. Organizational Chart of the firm / company.
04. Copy of Audited Balance Sheet and Profit & Loss Account for last 3 years.
05. Documentary evidence to substantiate your experience in providing “man power on board vessels to reputed shipping companies.
06. Copy of RPS LICENSE NO. and its validity
07. Original Banker’s certificate regarding the financial status of your firm / company and credit facility availed by you.
08. Copy of Service Tax registration certificates.
09. Copy of PAN (Permanent Account No.) Card.
10. Copy of Drug and Alcohol policy of the company
11. Copy of the Recruitment Policy of the company
12. COPY of tax deduction no.(TAN No.)
13. Copy of ISO 9001 certificate
14. Proof of submitting seamen’s provident fund or proof of registration with seamen’s provident fund Commissioner.
15. Demand draft of Rs. 2,500/- as tender document fee if the tender document is down loaded from website.
16. Demand draft of **Rs 5,00,000** /- (Rupees Five Lakh Only) /- as Earnest money deposit in favour of The Shipping Corporation of India Ltd.

THE SHIPPING CORPORATION OF INDIA LTD.
FLEET PERSONNEL DEPARTMENT

Part-I (E) – Terms and Conditions for the Tender for the Empanelment of Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai for a period of ...3... years from the date of approval of the Corporation's Management. Due date: **23.10.2013**

The selected Manning agency must abide by the following terms and conditions as mentioned below:

01. The Manning contractors shall be responsible for the supply of the officer as per the requirement of SCI Fleet Personnel department. The requirement of officers shall be intimated to the manning contractor on regular basis via email/telephone/sci web site etc. In case of exigencies manning contractors are required to supply at short notices also. Non supply of the officer as per SCI requirement will lead to the termination of the manning agency as per the penalty clause.

The officers shall be engaged on contract basis for a period of around 180 days on board each time during the course of one year period. The officer shall be relieved +/- 15 days of article period..

02. Tenderer should ensure that officers should have all valid Original Certificates, endorsements etc to perform in the rank proposed as required by Administration and SCI. Manning contractor is required to conduct an interview of the candidate for assessing the suitability of the candidature prior presenting to SCI . Manning contractor is required to carry out a back ground check with the previous employer regarding his performance. The manning contractors shall be responsible for checking the authenticity of all certificates, documents for the employment. Any suppression of truth/ or misrepresentation in this regard will be dealt very seriously and can result the termination of the empanelment with SCI.

03. It is expressively agreed and understood that all the officers supplied have undergone the value added courses as required as per SCI's requirement.

04. All the officers provided by your agency for the engagement onboard will be interviewed by SCI and his engagement will be subject to SCI's acceptance .

05. The officers to be engaged by SCI on contract will be required to come in person to SCI's office with original certificates and introductory letter from your agency along with their bio-data indicating post applied for and specifying their date of availability. Minimum contract period on board shall be **...180... days** subject to extension on mutual agreement.

06. All officers shall be given a selection form to be filled-in, photograph (latest) to be affixed and all copies of related certificates/documents including copy of STCW Modular Courses Training to be attached with this form. All officers must have

documents/certificate as per STCW 1995/STCW 2010 as amended in future, in compliance with MSMD approved by DGS.

07. The Manning Contractors will carry out verification of officers documents/certificates. They shall ensure that a officers with fraudulent certificate is not posted on our vessels.

08. All officers will be interviewed by the Corporation, thereafter they will have to undergo a medical examination with SCI-empanelled medical officers. The pre-joining Medical examination of officers will be arranged by SCI. Reporting will not be accepted for any officers who undergoes the medical examination and is found temporarily medically unfit. All officers will be selected only if they are found to be medically fit by our empanelled Doctors.

09. On successful completion of Medical Examination and declaration of medical fitness for sea Service by our empanelled Doctors, the officers would be posted on suitable vessels as per our requirement and you will arrange to open Articles of Agreement as per Shipping Master's guidelines and sign –on and sign off the selected OSV officers and submit the Articles of Agreement to the Shipping Master on- line. Once the tender is awarded to successful bidders, such contractors will be required to supply the officers and open their Articles of Agreement as and when the officers already posted on board complete their article-time.

10. There will be no employee code number given to the officers by SCI.

11. If at any time SCI advises you not to engage any particular officers, that officers name should not be forwarded to SCI, except when SCI gives explicit instructions allowing your agency to do so.

12. Officers provided by you are required to carry out all the work allotted to them as officer designated and obey all lawful command of Master. The Drug and Alcohol Policy of the Company is to be followed strictly. Any omission, commission and dereliction to the duty and any insubordination of the officer will be viewed seriously and same will be dealt appropriately as per the provisions of the Merchant Shipping Act, INSA- MUI Agreement etc. Any monetary loss to Corporation due to officers negligence/ any act of omission, commission or dereliction to the duty etc shall be recovered from the Manning Contractor.

14. The officers shall be recruited as per the Corporation's requirement and shall work at the discretion of the Master.

15. In case officer is signing off on medical ground, the Corporation will bear the cost of medical expenses and shall be paid medical wages as per agreement, if any, provided that the same is sanctioned by the Corporation's Medical Officer.

16. As a safety requirement, the officers supplied by you have to be briefed and advised regarding SCI's safety and work culture and officers are expected to be maintain same for the best interest of the Corporation.

17. Prior to joining vessel on article and after signing off from the Articles of agreement ashore/ repatriation to the port of engagement , all time/cost for boarding, lodging, subsistence etc. shall be borne by you.

18. The officer shall be required to perform duties as being performed by SCI officers and shall be governed by the code of conduct and rules and regulations of the Corporation in force and any amendments thereto that may be notified from time to time. If the officers is found to be indulging in indiscipline, he shall be removed at the instance of the Corporation and you will be required to immediately provide a replacement.

19. The officers shall maintain a high level of obedience, professional competence, discipline, honesty and integrity and shall safeguard SCI's interest at all times.

20. The services of the officers shall be transferable on any ship managed/operated by SCI, as per SCI's requirement from time to time.

21. The appointment of the officers will be terminated on expiry of contract period unless mutually extended by both the parties.

22. In case of premature termination of contract at his request for whatever reasons, the officers will not be entitled for any repatriation, portage and conveyance allowance etc. Such termination of contract will be at the sole discretion of SCI and you will be required to immediately provide a replacement.

23. SCI reserves the right to terminate the services of any officers without any notice for any acts of commission and/or omission, which in the opinion of SCI amounts to misconduct, misbehavior or in any way irresponsible or negligent in duties. Any loss suffered by SCI on account of his misconduct/negligence, acts of commission and/or omission etc. will be recovered from you. The decision of SCI in this regard shall be final.

24. SCI reserves the right to terminate the contract of any officers before due date by giving 14 days' notice in case the services of the officers is no more required. On such termination, the officers will not be entitled to any wages for the balance period of the contract. However, he will be entitled to portage and conveyance allowance as well as repatriation to his port of engagement.

25. It is specifically understood that the engagement of officers is purely on contract basis for the period of the contract and the rights and obligations are governed as per the terms and conditions of the contract. The said engagement/appointment shall not be construed as any temporary employment with SCI.

26. Any disputes between the officers and manning agency shall be resolved by the parties amicably without in any manner, looking up to SCI for any financial and/or any assistance whatsoever, nor would SCI be included as party in any forum/dispute or proceedings, in respect of any dispute between the officers and the manning agency.

29. You as manning agent shall indemnify SCI and keep SCI indemnified in respect of any statutory deductions/TDS deductions/Service Tax to be paid or which may be taxed/levied upon SCI, in respect of any amount paid by SCI to you as manning agency and/or the officers engaged through your manning agency.

30. The wages & allowance of the officers provided by you shall be in accordance with the existing wage agreement prevailing in industry and approved by SCI's management. Any wage revision in future will be applicable after duly approved by SCI Management. Allotment, if any, is to be taken care of by you.

31. You are required to make ONGC NED (Non Employee Duty) pass/ renewal of ONGC NED pass for officers supplied by you in the Off shore sector and submit monthly list to SCI. The Corporation will not make any additional payment towards making/renewal of ONGC pass.

32. You shall settle their wages and, as a proof thereof, you shall maintain complete records of all such payments duly signed by the officers and produce them to SCI on completion of tenure/full & final settlement for each tenure.

33. The port of engagement of the officers shall be normally at Mumbai. SCI shall bear the cost towards joining a officers on a vessel at any other port, boarding and lodging and eventual repatriation to the port of engagement.

34. The day of the officers signing-on the Articles of Agreement will be deemed as the date of commencement of wages. Signing on must be done with the concurrence of SCI. Similarly, the contract will expire on the day of signing-off from Articles of Agreement. Signing off ashore should be done without any delay upon discharge from the vessel. The Corporation will pay for joining/signing off expenses/eventual repatriation to the port of engagement. The Corporation has the discretion to transfer the officers from one vessel to another.

35. You are required to make arrangements of repatriation for officers signing on/off most economically as per officers entitlement in the event SCI unable to arrange the repatriation for un foreseen reasons. The Corporation shall reimburse the repatriation cost permissible within prevailing agreement/or as agreed.

36. You are required to submit monthly bills of the officers in triplicate, clearly indicating total earnings, service charges, service tax etc.

37. On completion of contract, you are required to submit full and final bill of the officers in triplicate enclosing therewith all the details of the payments made to the officers on board, monthly payment received by you etc. Full and final bill must be accompanied by the officers Account of wages in original along with all supporting documents including deduction and any other statutory requirements and credit to respective authorities. No settlement will be made if original Account of Wages is not submitted.

38. The officers shall be entitled to portage and conveyance allowance, once each time, while joining and leaving the vessel or as applicable under the wage agreement.

39. The officers shall be provided P&I medical coverage when attached to a vessel. In the event of death/permanent disability, compensation will be payable as per existing wage agreement.

42. There is no employer – employee relation between SCI and the officers and his employment and payment of emoluments will remain your responsibility. TDS if any will be regulated as per the provision of the law.

43. You will be responsible for compliance of the provisions of the Income Tax, Service tax and other laws in force in respect of payments received/receivable from SCI, including the advances and bills submitted by you.

44. No claims will be entertained in respect of the contract after settlement of full and final bill of the concerned officers. Full and final settlement of wages of officers may be done in presence of SCI representatives. SCI shall have discretion of having its representative present at the time of full and final settlement.

45. In case of excess payment to the officers or to you due to whatever reason, same will be recovered from your pending bills.

46. SCI will endeavor to settle all bills within 30 working days from the date of receipt provided they are properly documented and in accordance with the terms and conditions.

47. No revision in Day Rate will be made during the currency of the contract period unless there is variation due to new wage agreement in future in industry.

48. The SCI reserves the right to post officers on any group of vessels as and when required to meet the operational requirement.

49. The manning agency is required to comply with all the provisions of Maritime Labour Convention 2006 (MLC 2006) once implemented by the Administration.

We agree to abide by the above terms and conditions.

(Signature of the Tenderer With
Rubber Stamp of the Manning Agency)

Place:

Date:

N.B: Please return form Part-I (A), Part-1 (B), Part-I(C), Part-I (D), Part-I (E) and Part-I (F) duly signed and stamped on each page. No tender will be considered unless accompanied by requisite form(s) / document(s).

THE SHIPPING CORPORATION OF INDIA LTD.

FLEET PERSONNEL DEPARTMENT

PART II - PRICE OFFER

Sub:- **Tender for the Empanelment of Manning Contractors for the supply of Certified Merchant Navy Officers for SCI Owned/Managed Fleet as per the requirement of Fleet Personnel Department of The Shipping Corporation of India Ltd purely on contract basis at Mumbai** for a period of ...3... years from the date of approval of the Corporation's Management. Due date **23.10.2013** at **Mumbai**.

To be filled in by the tenderer desiring to supply Officers required by Fleet Personnel Dept.

Indicative volumes without commitment are as follows:

Requirement of Certified Merchant Officers shall be in the SCI Main fleet vessels (comprising of Oil Tankers (Crude & Product), Bulk Carriers, Chemical Tankers, Cellular Container vessels, Oceanographic Research Vessels, Passenger vessels etc) and in the Near Coastal Vessels Fleet for Passenger Vessels & Research Vessels . Further, Officers are required to be supply in the Offshore fleet (Comprising of Offshore supply vessels, Multi Support Vessels and anchor handling vessels) also . In the event of any additional type of vessels where the certified officers are required Manning Contractors shall be in a position to supply same. The specific requirement shall be intimated to all Manning Contractors through email/telephone /SCI website.

You are requested to submit only one quotation for service charge for supply of senior officers and Junior officers

Service Charges per senior officer : Rs. _____ per day
Service Charge per junior officer: Rs _____ per day

Service Tax including Education Cess will be paid extra by SCI as per the prevailing rates under the Act of country.

Name of the Tenderer
(Signature, Designation of
Signatory with seal of the
Company)

Date:

Place: