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भारत सरकार / GOVERNMENT OF INDIA
[पत्तन, पोत परिवहन और जलमार्ग मंत्रालय](#) / MINISTRY OF PORTS, SHIPPING AND WATERWAYS
सरकारी नौवहन कार्यालय / GOVERNMENT SHIPPING OFFICE
नवभवन, 10, रामजीकमानीमार्ग / NOU BHAVAN, 10, R. K. MARG
बल्लार्डईस्टेट / BALLARD ESTATE
मुम्बई / MUMBAI -400 001

OPEN COMPETITIVE BIDDING

[E-Procurement mode on Central Public Procurement Portal]

Bidding Documents

For

**TENDER NAME: PERSONALISATION OF PRE-PRINTED INDIAN CDC & COC
BOOKLETS & RENEWAL STICKERS AND SEAMEN (SAILS) IDENTITY CARD**

TENDER REFERENCE NO: 25739-MMDMUM-14012(14)/32/2023-GSO

DATE OF ISSUE:

11/09/2024

ISSUING AUTHORITY:

The Shipping Master

(C/o The Directorate General of Shipping, Ministry of Ports, Shipping and Waterways,
Government of India)

Government Shipping Office, Nau Bhavan, 1st Floor,

10, R.K. Marg, Ballard Estate- 400 001. (India)

E-mail: sm-mum-ship@gov.in

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(From: 0930 hours to 1800 hours)

Key Information at a Glance

S. No.	Item	Description
1.	Tender Ref No.	25739-MMDMUM-14012(14)/32/2023-GSO
2.	Tender Title	Personalisation of Pre-Printed Indian CDC & CoC Booklets & Renewal Stickers and Seamen (Sails) Identity Card
3.	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: www.dgshipping.gov.in and https://eprocure.gov.in/eprocure/app
4.	Date of Publish of Tender	11/09/2024
5.	Date and time of Pre-bid meeting	Will be pre-disclosed on the e-procurement portal.
6.	Late date and time for Submission of Proposals (Technical + Financial Proposals)	Will be pre-disclosed on the e-procurement portal.
7.	Date and time of Opening of Technical Proposals	Will be pre-disclosed on the e-procurement portal
8.	Tentative Date of Demonstration	Will be pre-disclosed on the e-procurement portal after Technical Bid opening.
9.	Tentative date for publication of technical evaluation results	Will be notified in https://eprocure.gov.in/eprocure/app
10.	Tentative date for opening of Financial Proposals	Will be pre-disclosed on the e-procurement portal.
11.	Expected date of Award of Contract	Will be notified in https://eprocure.gov.in/eprocure/app
12.	Help Desk No. (For E-Procurement)	E-mail: sm-mum-ship@gov.in Contact No. 022-22697971 / 72
13.	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name- Mukul Dutta Designation: Shipping Master E-mail: sm-mum-ship@gov.in

	Landline: 022-22697971 / 72
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Section 1 - Notice Inviting Bids (NIB)

Bid Reference No.: 25739-MMDMUM-14012(14)/32/2023-GSO

Date: 11/09/2024

Tender Title: Personalisation of Pre-Printed Indian CDC & CoC Booklets & Renewal Stickers and Seamen (Sails) Identity Card

1. The Shipping Master, Government Shipping Office, Mumbai invites electronic bids from eligible bidders for Personalisation of Pre-Printed Indian CDC & CoC Booklets & Renewal Stickers and Seamen (Sails) Identity Card on the CPPP (Central Public Procurement Portal of Government of India). <https://eprocure.gov.in/eprocure/app>.
2. Details pertaining to the scope of work, timeline and procedure to be followed may be seen under the Activity Schedule (Section 5).
3. The process of Open Competitive Bidding shall be followed for selection of suitable contractor. The bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/epublish/app>. Bidders can download the bidding documents free of cost from this portal.
4. Interested bidders must register on the e-procurement portal and upload their technical and financial bids separately within the stipulated time and date pre-disclosed on the e-procurement portal.
5. All Bids must be accompanied by a valid Bid Security Declaration as per the format given under Annexure I.
6. Detailed instructions regarding online submission of bids may be seen under Annexure II. In case of any issues or queries related to the e-procurement portal, kindly send an email request to sm-mum-ship@gov.in or contact on 91-22-22697971/71 and CPPP Help line mentioned in the "Contact Us" section of CPPP. Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute. Please refer "Site Compatibility" and "FAQ" Section of CPPP for the same.
7. The bidder is solely responsible for timely uploading of bids on the e-procurement portal. The Shipping Master, Government Shipping Office, Mumbai shall not be liable for resolving any queries / issues raised on the day of bid submission.
8. Technical bids shall be opened online according to the pre-disclosed Date and Time mentioned in CPPP. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
9. All those bidders who are found technically qualified in prequalification stage will be called upon for demonstration of their printing capability within a period of seven (07) days or according to further communication.
10. Those bidders who successfully demonstrates their printing capability and technically qualified, their Financial bids shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
11. The Shipping Master, Mumbai reserves the right to accept or reject any or all of the bids at any time during the bidding process.

Shipping Master
Government Shipping Office, Mumbai.

Section 2 - Instructions to Bidders (ITB)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity, being The Shipping Master, Mumbai for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) Before preparing the bid and submitting the same to the Procuring Entity, being The Shipping Master, Mumbai, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- c) The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date as provided in the BDS.

2. Language of Bids

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- a) The Procuring Entity and all officers or employees of the Procuring Entity being The Shipping Master, Mumbai, whether involved in the procurement process or otherwise, or Bidders and their representatives or Service Providers or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, The Shipping Master, Mumbai, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i. exclusion of the Bidder from the procurement process;
 - ii. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to procurement;

- iv. recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- vi. debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of up to three years.

4. Eligibility

- a) This invitation to tender is open to all bidders eligible as described in the instructions to bidders. The Directorate General of Shipping & all allied office' employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.
- b) The specific eligibility conditions shall be as prescribed under the Bid Data Sheet.
- c) Bidders shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the instructions to bidders and the bid data sheet.

5. Qualifications

Bidders should substantially meet the qualification criteria as stipulated in the 'Section 4 - Evaluation and Qualification Criteria'. Bidders should fill and submit the Forms provided in 'Section 6 - Bidding Forms' to provide relevant information and documents in support of fulfillment of Bidder's qualification as part of its technical bid. Only technical qualified bidders shall be processed for valid financial bids (Two Envelope System).

6. E-Tendering Online Bid Submission Process

The e-tender is available on CPP portal, <https://eprocure.gov.in/eprocure/app> as mentioned in the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online bid submission process may be found under Annexure-II attached to this bidding document.

B. Bidding Documents

7. Contents of Bidding Documents

- a) The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
 - Section 1 Notice Inviting Bids (NIB)
 - Section 2 Instructions to Bidders (ITB)
 - Section 3 Bid Data Sheet (BDS)
 - Section 4 Evaluation and Qualification Criteria
 - Section 5 Activity Schedule
 - Section 6 Bidding Forms

- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms
 - Financial Bid Template in MS Excel format
- b) Unless downloaded directly from the DGS website (<https://www.dgshipping.gov.in>) or the e- procurement portal (<https://eprocure.gov.in/epublish/app>) as specified in the BDS, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarification of Bidding Documents

- a) A Bidder requiring any clarification of the Bidding Documents shall contact The Shipping Master, Mumbai in writing / email at the Procuring Entity's address specified in the BDS (**email:** sm-mum-ship@gov.in)
- b) The Procuring Entity will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB.

9. Pre-bid Meeting

- a) In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, as specified in the BDS.
- b) During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day or by e-mail for electronic record thereof. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB below shall be issued, which shall be binding on all prospective Bidders.

10. Amendments to Bidding Documents

- a) At any time prior to the deadline for submission of bids, The Shipping Master, Mumbai may, for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s)/corrigendum.
- b) Such Amendment(s)/corrigendum will be published on DGS's website or on the e-procurement portal and the same shall be binding on all prospective Bidders.
- c) In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
- d) Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the DGS website and on the e-procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Procuring Entity's website or on the e-procurement portal.

C. Preparation of Bids

11. Documents Comprising Bid

- a) Bidder's technical bid shall comprise the following:
 - Letter of Bid as per the form provided in Section 6 – Bidding Forms;
 - Bid Security declaration furnished in accordance with Annexure I;
 - Bidder Information Form as per Form provided in Section 6: Bidding Forms;
 - Documents establishing Bidders' eligibility and qualification in accordance with Forms given in Section 6: Bidding Forms;
 - Any other document as required in the ITB or BDS
 - An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.
- b) Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

12. Financial Quote

The Bidder shall use the financial proposal template uploaded along with this RfP for preparation of their financial proposal. The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable on the services if the contract is awarded, as specified in the BDS.

13. Period of Validity of Bids

- a) Bids shall remain valid for a period of 90 days from the deadline of submission of bids unless otherwise specified in the Bid Data Sheet.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids.

The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

- c) The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

14. Bid Security

The Bidder shall furnish as part of its bid, a bid security declaration duly signed on the letterhead as specified in the BDS. Any bid not accompanied by a Bid Security declaration in the required format shall be rejected by the Procuring Entity as non-responsive.

15. Format and Signing of Bids

- a) The technical bids comprising all documents specified under ITB Clause 11 a) may be compiled into a single PDF document. All pages in the document should be serially numbered and an index specifying contents of the bid should be populated at the beginning of the document.
- b) Authorized signatory of the bidder shall sign, either physically or digitally, on each page of the bid. This signature should be accompanied by bidder's official seal.
- c) The financial bid must be submitted in the MS excel template provided with the bidding documents.

D. Submission and Opening of Bids

16. Sealing, Marking and Submission of Bids

- a) Bidders shall upload their technical and financial proposals in separate folders provided on the e-procurement portal.
- b) The procedure for online submission of Proposals shall be in accordance with the instructions given under Annexure I.

17. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal.
- b) The date of submission and opening of bids shall not be extended except when:
 - sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
 - the Bidding Documents are required to be substantially modified as a

result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB 10.

18. Late Bids

The e-procurement portal does not permit late submission of bids. With regards to the physical submission of security bids, the procuring entity authorized to receive the bids shall not receive any security bid that is submitted personally by hand or by courier after the time and date fixed for submission of bids under any circumstances.

19. Opening of Bids

- a) The technical bids shall be opened online on the date and time stipulated in the BDS.
- b) In exceptional circumstances, if the procuring entity is faced with any technical issues while opening the bids online, with due certification of the Tender Evaluation Committee on the nature of such technical exception, the physical bids in hard copy shall be proceeded to be evaluated with after due approval of Competent Authority. Under such circumstances, the date of bid opening shall be the same as the one stipulated for online bid opening unless separately publicly notified by the competent authority.
- c) After due evaluation of the documents in technical bids, the procuring entity shall notify the technically qualified bidders regarding the date of demonstration by giving at least 07 days' advance notice.
- d) The financial bids of technically qualified bidders who successfully demonstrates their printing capability shall be opened, which will be intimated through the system generated email communication. Bidders to ensure the availability of valid email id of its organization in CPPP.

E. Evaluation and Comparison of Bids

20. Confidentiality

- a) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the same is published officially on the e-procurement portal for information of all Bidders.

- b) Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.

21. Preliminary Examination of Bids

- a) The Tender Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the bid is complete and duly signed by authorized signatory;
 - that the bid is valid for the period, specified in the Bidding Documents;
 - that the bid is accompanied by Bid Security declaration;
 - that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
 - any other specific requirements put forth in the bidding documents.
- b) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation / demonstration.

22. Immaterial Non-conformities

- a) The Tender Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- b) The Tender Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;
- c) The Tender Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.

23. Determination of Responsiveness

- a) The Tender Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b) A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the Bidding Documents;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

- iii. “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- c) A “material deviation, reservation, or omission” is one that, if accepted, shall:-
 - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - ii. Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- d) The Tender Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- e) The Tender Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation / demonstration.

24. Non-conformities, Errors and Omissions

- a) Provided that a Bid is substantially responsive, the Tender Evaluation Committee may waive any non-conformity in the Bid.
- b) Provided that a bid is substantially responsive, the Procuring Entity, being The Shipping Master, Mumbai may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c) Provided that a bid is substantially responsive, the Tender Evaluation Committee shall rectify quantifiable nonmaterial non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

25. Evaluation of Bids

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under ‘Section 4 – Evaluation and Qualification Criteria’. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.

26. Financial Evaluation of Bids

- a) The evaluation of financial Proposal shall exclude taxes.
- b) The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the bidder's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be specified in Section IV - Qualification and Evaluation Criteria.

27. Right to Accept Any Bid and to Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

F. Award of Contract

28. Award Criteria

Subject to its bid being technically qualified, unconditional and complete, the bidder who successfully demonstrates their printing capability & offering the lowest rate shall be considered for award of contract.

29. Notification of Award

- a) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the accepted bid price. The expected date of award of contract is as stipulated under BDS.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

30. Performance Security

- a) Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of an advance deposit in the name of The Shipping Master, Government Shipping Office, Mumbai of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of

the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that The Shipping Master, Mumbai the Procuring Entity may award the Contract to the next highest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

- c) The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

31. Other Statutory Requirements

Successful bidder shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract, failing which the course of action stipulated under ITB clause 29 b) shall be applicable.

32. Signing of Contract

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within fourteen days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

Section 3 – Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
ITB 1 c)	The intended completion date is: 30 Days from the date of award of contract.
ITB 4 b)	<ul style="list-style-type: none"> i) Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India; ii) Bidder shall have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority; iii) Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; iv) Bidder shall not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; v) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
ITB 7 b)	<p>The official website of DGS is: https://www.dgshipping.gov.in/</p> <p>The e-procurement portal is: https://eprocure.gov.in/eprocure/app</p>
ITB 8 a)	<p>The Procuring Entity's address for seeking clarifications is:</p> <p>The Shipping Master, Government Shipping Office, Nau Bhavan, 1st Floor, 10, R.K. Marg, Ballard Estate, Mumbai- 400 001.</p> <p>Tel. No. : 91-22-22697971/71; Email: sm-mum-ship[at]gov[dot]in</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>

ITB 8 b)	The bidders may submit their requests for clarification no later than the date and time pre-disclosed in the e-Procurement portal.
ITB 9a)	The pre-bid meeting shall be held on the date and time pre-disclosed in the e-Procurement portal
ITB 12	<p>As per the Excel BOQ Template</p> <p>The financial offer quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation on any account.</p>
ITB 13 a)	Bids shall remain valid for a period of 90 days.
ITB 14	<p>Bid Security / Earnest Money Deposit of INR 5,00,000/- (Rupees Five Lakhs Only) valid for 90 days in the form of Demand Draft from the date of submission of bid as mentioned in the Scope of Work. In lieu of Bid Security, Bid Security Declaration shall be submitted duly signed on the letterhead of the bidder, in pursuance of Govt. of India O.M. No. F.9/4/2020-PPD dated 12/11/2020, as per the format provided at Annexure I.</p> <p>The demand draft shall be drawn in favor of "The Shipping Master, Government Shipping Office Mumbai," and shall be payable at Mumbai.</p> <p>Bid Security/Earnest Money Deposit of INR 5,00,000/- (Indian Rupees Five Lakh only), in favour of "The Shipping Master, Government Shipping Office Mumbai" should be submitted in the form of Demand Draft valid for 90 days, drawn on a scheduled commercial bank payable at Mumbai.</p> <p>The original EMD is to be submitted in sealed cover superscripting name of the work on the cover to the Government Shipping Office, Nau Bhavan, 10 R.K. Marg, Ballard Estate Mumbai - 400001 before due date and time of this tender.</p> <p>EMD shall be returned if the bidder fails at the Pre-Qualification stage / Technical bid stage with unopened Financial Bid. EMD of unsuccessful bidders at the Financial Bid stage shall be returned within three months after award of the contract to the lowest bidder.</p>
ITB 17	The deadline for submission of bids is as per the date and time pre-disclosed in the e-Procurement portal
ITB 19 a)	The technical bids shall be opened online at date and time pre-disclosed in the e-Procurement portal.

ITB 29 a)	The amount of performance security to be submitted by successful bidder, in the form of bank guarantee, shall be INR 10,00,000/- (Rupees Ten Lakhs Only).
ITB 28	The expected date of award of contract will be notified in https://eprocure.gov.in/eprocure/app

Annexure I – Form of Bid Security Declaration

{Use Company Letterhead}

BID SECURITY DECLARATION

I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by The Shipping Master, Mumbai for a period of 24 months from the date of such banning order.

Authorized Signatory
Sign and Stamp

Annexure II - Instructions for Online Bid Submission

Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Annexure EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of The Shipping Master Government Shipping Office, Mumbai, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The

envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, Government Shipping Office, Mumbai will not assume any responsibility for its misplacement, pre-mature opening etc.

The bidder shall deposit the envelope with the office of Government Shipping Office, Mumbai, through Speed Post on or before the deadline for submission of bids as per the date and time pre-disclosed in the e-Procurement portal, it must reach as per date and time mentioned above. EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.

6. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The form for submission of financial bid in MS Excel format is uploaded on the e-procurement portal simultaneously with these bidding documents in accordance with ITB Clause 7 a). Bidders are required to quote rates against all line items and include other charges, if any based on their experience of organizing similar events, under the 'overheads and service charges' line item.

7. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
8. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>. Bidders are requested to note that CPPP is built and maintained by the National Informatics Centre and that the Procuring Entity is not responsible for any technical issues related to the CPP Portal. All information contained in this annexure is taken directly from the CPP Portal.

Section 4 – Evaluation and Qualification Criteria

This Section contains all the criteria that The Shipping Master, Mumbai shall use to evaluate bids and qualify the Bidders in accordance with ITB 25. No other factors, methods or criteria shall be used for the purpose of evaluation.

Technical Evaluation Process

1. Preliminary Examination of Bids and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of bids and shall determine the responsiveness of bids based as per the procedure stipulated under ITB 22, 23, 24 and 25.

2. Pre-Qualification Requirements

The Shipping Master, Mumbai shall assess qualifications of participating bidders according to the following criteria, based on the corresponding documentary evidence to be submitted by the bidders:

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 05 years (i.e. since FY 2019-20)	1. Registration / Incorporation certificate / Partnership deed 2. Details of ownership, address, contact details including e-mail and telephone numbers.
2	Bidder must be registered with GSTIN and must possess a valid PAN.	Copies of GSTIN and PAN.
3	Bidder must have an average annual turnover of at least Rs.1 Crore during past 3 financial years (FY 2021-22, 22-23 & 23-24).	Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2023-24.
4	Bidder must have a minimum 01 (one) year experience in printing and associated works in the last three consecutive years.	1. Completion certificate clearly mentioning the scope of work, contract value and client name. 2. List of special features for government-linked institutions.
5	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.

6	Banker of Company with full address	Certificate from respective scheduled bank.
7	Bidder must have an in-house team of experts for editorial, design and marketing aspects. Details of in-house team of experts to be submitted.	Self-certification by HR head that the organization has staff on roll with adequate expertise in the domains of design, marketing and editorial work.
8	Bidder should have Offered equipment / technology (model or its variant) for graphical personalisation should be capable of commercial production, i.e., personalisation of secuterized booklets.	<p>1. In case bidder is OEM, documents / certification in support of its product from appropriate authority for personalisation of secuterized Booklet.</p> <p>2. If not the OEM of the Printer, authority letter from the OEM (specific to this tender allowing the bidder to participate) with documents /certification should be submitted along with the tender.</p>
9	Bidder must provide evidence to the satisfaction of the Purchaser that the equipment as per Technical Specifications of this tender exist and will be used exclusively for personalisation of secuterized booklets. The personalisation must be in fully compliance with this tender document.	Documents / certificates in support to be submitted.
10	The Bidders should neither have been blacklisted by any Indian Central/State Government/Department or by International Authority nor should have any litigation pending with any of the Indian Government Department (attach affidavit only if no litigation is pending).	Affidavit stating that the company is/has not been blacklisted by Indian Central/ State Government/ PSU nor should have any litigation pending with any of Indian Government Departments/ institutions in India/ abroad.
11	Declaration about Fraud and corrupt practices	Duly signed & attested as given in the Annexure-A6

12	Declaration as per given format about correct and proper furnishing of information	As per Format
13	EMD Amount and EMD	Demand Draft + Declaration as per format.

Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate details to establish the facts without a scope for doubt. Any scanned documents being submitted must possess adequate resolution to ensure their legibility without confusion. In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the bidder.

3. Technical Evaluation Process

Pre-Qualification [Stage 1]

3.1 The nominated Technical evaluation committee in stage 1 of technical bid evaluation will open and evaluate Technical Bids to determine the eligibility, required experience, manufacturing capacity, proper authorisation in case of company representing the manufacturer and adequate financial capability.

3.2 Only Eligible bidders as per para 3.1 above of this stage shall be qualified for next stage Technical Bid Evaluation stage of printing demonstration.

Printing Demonstration [Stage 2]

3.3 All above technically qualified bidders as per the documents submission shall be called for technical demonstration of the hardware and technology they would use for executing the job. The Shipping Master, Government Shipping Office, Mumbai will issue normal specimens CDC / COC booklets / Renewal Stickers for CDC / CoC / Seaman (Sails) Identity Card along with sample data for personalisation to each qualified bidder.

3.4 The demonstration shall be held at Government Shipping Office, Mumbai or Directorate General of Shipping, Mumbai within 07 days of opening of technical bids for all qualified bidders and same shall be notified accordingly to all qualified bidders post pre-Qualification stage. On the day of demonstration, all qualified bidder will bring at their own cost, the complete set up including Printer, Laminator, PC any other

equipment and software necessary for this purpose. DGS E governance cell shall provide soft copy of data in standard format. All the specimen personalised CDC/ COC booklets (along with rejected/damaged) shall be submitted back to the Government Shipping Office, Mumbai, on the same day of the Technical Demonstration. Non-return of personalised specimen booklets along with rejected/damaged specimen booklets shall result in rejection of the bid and forfeiture of EMD.

3.5 The bidder must provide evidence to the satisfaction of the Technical evaluation committee, Mumbai that the equipment as per Technical Specifications of this tender exist and was used exclusively for personalisation of specimen CDC/ COC booklets, as part of the Technical Evaluation and not in any other equipment.

3.6 The committee will evaluate the personalized specimen booklets submitted by bidders during the demonstration stage, following the specified evaluation parameters. The sample personalized CDC/COC provided by the bidders will be inspected for uniformity and quality through observation and assessed based on the parameters outlined and listed here.

Table:-1
Printing Demonstration (marks allocation chart): (20 marks)

SN	Criterion	Documents to be submitted	Marks
1	Booklet Printer and Laminator (02 marks)	Certificate of purchase / manufacture	i. If possessed- 2 Else- 0
2	Printing Quality (i.e. Quality of Ink, smudging of ink) (10 marks)		i. Clearly readable words/letters/alp habets/numbers/ etc. irrespective of sizes – a)Good-3 b)Medium-2 c)Not clear-0 ii. Clearly visible pictures/photographs/diagrams /charts/etc. irrespective of sizes – a)Good-3 b)Medium-2 c)Not clear-0

			iii. Smudging of ink: a) Presence of any smudging of ink – (-5) b) Else-1
3	Alignment of Fields / Photograph / Signature (03 marks)		i. Fields: a) Proper-1 b) Else-0 ii. Photo: a) Proper-1 b) Else-0 iii. Signature: a) Proper-1 b) Else-0
4	Lamination Quality (03 marks)		a) Good-3 b) Medium-2 Bad-(-3)
5	Printing Quality of Document Printer (Counter-foil / Envelope) (2)		a) Good-2 b) Not presentable - 0
Minimum qualifying technical score is 75% Marks (i.e: 15)			

3.7 Above demonstration shall be for all qualified prospective bidder post prequalification stage as per tender documents and results of demonstration shall also be intimated on same day to respective bidders .

3.8 Scoring shall be on a predefined range of marks tabulated at **Table:-1** (Printing Demonstration (marks allocation chart) to be evaluated by Technical Evaluation committee in the evaluation report for better transparency.

3.9 Only on Successful demonstration of printing of the documents and compliance of all other requirements in terms of tender notice the Financial Bids of Technical Qualified bidders those have qualified demonstration with 75 % scoring and above shall be opened, which will be intimated through the system generated email communication. Bidders to ensure the availability of valid email id of its organization in CPPP.

3.10. Scores of demonstration stage is only for technical evaluation and shall not be carried forward or will not be considered in Financial bid stage for evaluating L1.

4. Financial Evaluation Process

1. Financial Bids shall be Evaluated online for all successful Technically qualified bidders (Prequalification and Printing demonstration), which will be intimated through the system generated email communication. Bidders to ensure the availability of valid email id of its organisation in CPPP.

2. "The bid per CDC/ COC / Seamen (Sails) Identity Card per page personalisation rates in India (in Indian Rupees INR) offered will be excluding any government charges such as importing personalisation machines, all customs and excise duties and other national/local taxes excluding Service Tax on the bid rate. No license fee would be payable for any driver/software/firmware/hardware etc. The nominated Committee will then open the Financial Bids of the technically qualified Bidders online on CPPP platform. A Financial Evaluation Committee (FEC) would scrutinize the price bids. The bids found lacking in strict compliance to the price bid format will be rejected straight away.

2.1) **Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.** All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.

2.2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank."

3. Contract to L1 shall be awarded on the basis of Financial bid submitting lowest quote i.e lowest total cost as per Excel BOQ

Section 5 – Activity Schedule

CHAPTER 1 – SCOPE OF WORK

1.1. Overview

The Government Shipping Office, Mumbai, under the Directorate General of Shipping, a Central Government Department, seeks to outsource the work related to the personalization of the following documents:

- Continuous Discharge Certificate (CDC) Booklets
- Certificate of Competency (CoC) Booklets
- Renewal Stickers for both CDC and CoC Booklets
- Seamen (Sails) Identity Cards

The work will be carried out at the Directorate General of Shipping in Mumbai, as well as at Government Shipping Offices located in Mumbai, Kolkata, and Chennai. The number of work locations may be modified at the discretion of the Directorate General of Shipping, with prior notification to the contractor.

1.2. Scope of Services

The scope of services to be provided by the contractor includes, but is not limited to, the following:

1.2.1 Personalization Services

- **Personalization of CDC Booklets:** This involves printing and personalizing Continuous Discharge Certificates (CDC) on the pre-printed booklets provided by the department.
- **Personalization of CoC Booklets:** This involves printing and personalizing Certificate of Competency (CoC) booklets on the pre-printed booklets provided by the department.
- **Renewal Stickers for CDC and CoC Booklets:** This involves printing and personalizing renewal stickers for both CDC and CoC booklets.
- **Seamen (Sails) Identity Cards:** This involves the personalization and issuance of Seamen (Sails) Identity Cards as per departmental specifications.

1.2.2 Locations of Work

The contractor will be required to provide the aforementioned services at the following locations:

- Directorate General of Shipping, Kanjurmarg, Mumbai
- Government Shipping Office, Mumbai
- Government Shipping Office, Kolkata

- Government Shipping Office, Chennai

The Directorate General of Shipping reserves the right to increase or decrease the number of work locations, with prior notification to the contractor.

1.3. Provision of Manpower and Equipment

The contractor shall ensure the provision of adequate manpower and necessary equipment at all designated locations to effectively carry out the personalization work. This includes, but is not limited to, the following:

1.3.1 Manpower:

- Sufficient number of trained personnel to handle the personalization process at all designated locations.

1.3.2 Machinery and Equipment:

- Desktop computers suitable for the personalization of CDC and CoC Booklets.
- Printers specifically designed for CDC and CoC Booklet personalization.
- Printers capable of printing high-quality color counter folios for CDC and CoC booklets.
- Printer cartridges, laminators with consumables, and other necessary equipment.
- High-quality A4-size paper for printing the color counter folios of the CDC and CoC booklets.

CHAPTER 2 - DELIVERABLES

2.1 Required number of printers for personalisation of securitised booklets as per technical specifications mentioned in **Chapter 3** with required printer driver/software (without the requirement for payment of any license fee for use by Government of India, for personalisation of securitised booklets) need to be supplied, installed and maintained at Printing Centres in India (as per Annexure E) for personalising securitised booklets and renewal stickers as per details given below:

2.2 Bidders shall be provided with the basic data with images on the computer media or a server. Bidder should process the desired data taken from the DG Shipping Server and personalise the booklets and other similar services.

2.2.a Reading the data from the data / image server and personalising using its own computers and printers. This should be done within 24 hours of providing data.

2.2.b Printing the counterfoil generated in A4 size paper using color ink on standard Laser inkjet printer.

2.2.c Personalisation of CDC and CoC Booklets. However Shipping Master, Mumbai reserves the right to change the entries / lay out from time to time.

2.2.d Verification of the printed booklets for data integrity and acceptable print / image quality.

2.2.e Lamination of the printed Booklets.

2.2.f Printing or labelling the despatch details on the Envelope provided by Government Shipping Office .

2.2.g Printing of acknowledgement letter to be inserted along with the Envelope.

2.2.h The personalized booklets along with the printed or labelled Envelopes should be handed over with all the counterfoils.

2.2.i The bidder will receive the applications on a day to day basis and personalisation work, as mentioned above, of booklets need to be carried out and returned to the concerned authority within 24 hours.

2.2.j The leftover applications on a particular day would be personalised on the next working day. Whenever the backlog exceeds 100 applications at any location, the bidder will set up additional facility to clear the backlog.

2.2.k The bidder shall accept all the applications received on a particular day for personalisation work. In the event of backlog, the bidder cannot refuse the application

for ensuing days.

2.3 Bidder shall be fully responsible for safety, security and insurance of the equipment installed and manpower supplied by them. The Government Shipping Office, Mumbai shall not be responsible for any loss, damage and theft of the equipment in any manner.

2.4 Bidders should keep a Back-up printer at all the locations to ensure personalisation in spite of any Printer breakdown, if any.

Validity of Rate Contract

2.5 The rate contract for personalisation of CDC and CoC booklets and Renewal Stickers will be valid for a period of Five years from the date of setting up first centre against this tender. The Shipping Master, Government Shipping Office, Mumbai shall have the right to extend the validity of the contract on the expiry of initial Five years by another 12 Months , by mutual consent, at the same rates, terms and conditions stipulated in the bid and delineated in the contract agreement.

2.6 The Shipping Master, Government Shipping Office, Mumbai has the right to impose suitable penalty in case of non-satisfactory service during contractual period or in the extended period, and impose penalty or cancel the contract as per **Chapter - 5**.

CHAPTER 3 - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF CDC/COC / SEAMEN (SAILS) IDENTITY CARD PRINTER

- 3.1 Must be capable of printing directly on the securitised Booklets viz CDC Booklets , COC booklets ,Renewal stickers and Seamen's (sails) Sailing Identity Card
- 3.2 Must have a camera based solution to accurately print the photo, data and secondary image, if any, in alignment to the pre-printed data on the data page.
- 3.3 Must be capable of personalising CDC / COC Booklets having 4 to 40 pages without any compromise in quality, speed and accuracy.
- 3.4 Must be able to operate in standard weather conditions and temperature.
- 3.5 Must be capable of operating independent of the Raw Materials (Paper, Inks, Laminating Film, and Cover etc) used in the manufacture of the CDC / COC Booklets. In case of future modification of the booklets, it will be responsibility of the Bidder to modify the printer to suit the physical/chemical parameters of the booklet.
- 3.6 CDC / COC Booklets shall be provided to the vendor for personalisation. The booklet may have pre-printed field headings. The information (to be printed) shall be provided either in electronic form in a media or through server.
- 3.7 The software used for printing the CDC / COC booklet should not have any provision for updating of any field in the above said details unless when authorised by the concerned department/section.
- 3.8 When the printing software is invoked on the computer, the software should queue up the output document number wise. However, there should be provision to print any booklet on priority basis by feeding the document number.
- 3.9 The Bidder shall the printer is supplemented with sufficient manpower, PCs, drivers, personalised software or any other software without any additional cost, royalty, license fee, etc.
- 3.10 The physical dimension of the booklets will be as per dimensions provided, approximate size 124 mm x 88 mm (+/- 0.75 mm). The printer should prove to be able to handle any variations (at least up to 3 mm) in the physical dimensions of the booklets or misaligned / unregistered background printing without any misalignment in data and photograph printing. The +/- 3 mm variation being referred to in the tender is only for misaligned / un-registered background printing.
- 3.11 Must use Pigment Inks or such Inks compatible with securitised paper and in

compliance with other standards stated in the Tender Document. The bidder should ensure that final product should consistently match to the same standard during the currency of the contract.

3.12 The printer should be capable of printing high quality and continuous tone quality photo in colour and black & white and black character printing directly on the booklets / stickers without destroying and downgrading photo quality.

3.13 The bidders should guarantee a rejection rate of not more than 1% of the total number of booklets printed in Month on all the locations specified herein the tender, on account of misalignment or misprint of data / images or ink smudging.

3.14 It should have a minimum of 1000 DPI or equivalent resolution.

3.15 Bidder should guarantee minimum 10 years shelf life of the printing.

3.16 There should be no smudging, smearing fading or loss of quality of the printing after lamination.

3.17 The printer software / driver should also be capable of allowing reconfiguration of various print parameters such as dynamic font sizes, font types, bilingual (Hindi & English) field headings on Government of India approved fonts & print positions of individual fields. The printer software/driver should allow for the data page layout changing.

Specification of Laminators

3.18 The vendor is also required to undertake the lamination of the Booklet after Machine writing the personnel particulars in the booklet.

3.19 The Laminator shall be a closed book laminator and shall be capable of laminating any inner cover and first two pages of either side of Booklet of size as mentioned earlier having buckram substrate as cover material. It should be capable of laminating multipage booklet.

3.20 It shall laminate heat activated UV light sensitive film between temperatures of 160 - 180 degrees Celsius.

3.21 Lamination process shall not spoil / distort the gold blocking on front cover of booklet and regular / UV Printing and other security features on inner pages of booklet. Also machine shall develop no scratches on buckram cover of booklets. Laminator used must provide special insulator and thermostat against over-heating and should be shock proof.

CHAPTER 4 – DELIVERY SCHEDULE & PAYMENT TERMS

4.1 The contract will be valid for an initial period of Five years from the date of setting up the first centre, and the Government Shipping Office, Mumbai shall have the right to extend the validity of the contract by another 12 months, by mutual consent, at the same rates, terms and conditions stipulated in the bid and delineated in the contract agreement. The Bidder has to install and operationalise the number of printers in the centres (as per the list provided as Annexure E) to cater to a volume of personalising minimum 200 booklets.

4.2 The payment for personalisation of booklets done during the preceding month would be made by the Government Shipping Office, Mumbai, in Indian Rupees as per pre-receipted invoices in the name of Government Shipping Office, Mumbai, on production of satisfactory job completion certificate from the respective Printing Centres.

4.3 The Bidder must have strategic reserves of printers to meet any exigencies.

4.4 The per booklet rate are to be quoted in Indian Rupees only

4.5 All invoices shall be submitted in Indian Rupees only and payments will be made in Indian Rupees, subject to deduction of applicable taxes, as per Government of India Rules applicable from time to time.

4.6 No Advance payment shall be made under any circumstances.

CHAPTER 5 – PENALTY CLAUSE

The failure of Service Provider to fulfil tender terms and conditions will attract following penalties:

5.1 In case of inability/refusal of lowest bidder to execute the project as per terms and conditions of the tender prior to award of contract, the lowest bidder will be disqualified and the offer shall be given to the next lowest bidder. The EMD of the lowest bidder would be forfeited.

5.2 Schedule for installation, commissioning and integration of personalisation solution at the locations specified in Annexure E. The Service Provider shall complete the following tasks within stipulated time:

i) The Service Provider shall arrange for installation of required number of booklets personalisation printers and other consumables and arrange for necessary customs and all other regulatory clearances/certifications, within two months of award of the contract. The Bidder shall arrange for test printing of booklets at a selected Printing Centre in India within two months of award of the contract.

ii) Bidder shall, in consultation with the Shipping Master, completely and successfully integrate/install the printing solution, to cater to a volume of personalising quantity as specified location wise in Annexure E.

Penalty for Delay in establishment of first printing capacity:

5.3 If the Service Provider is unable to install, commission and integrate the printing solution (as per section 5.2 [i-ii] above), with minimum assured personalisation capacity of booklets per day as listed in Annexure - E, within a time period of 30 days from the date of award of contract, a penalty equivalent to 5% of the personalisation value of such booklets per day, would be levied per working day for the delayed period. In case of delay of more than six months from the date of award of contract, The Shipping Master, Government Shipping Office, Mumbai has the right to terminate the contract awarded to L1 bidder. The entire tendering process would be repeated for appointment of a fresh vendor. The EMD or Performance Bank Guarantee of the Service Provider who was awarded the contract will be forfeited.

Penalty due to delay of Completion of the Project:

5.4 If the Bidder fails to set up the facilities as mentioned in all the Printing Centres as per Annexure E, with requisite consumables so as to issue all Booklets and Renewal Stickers using new printers, within a total of 30 days of award of the contract, 5% of the personalisation value of number of booklets short of booklets would be levied per working day for the delayed period, maximum up to 60 days, failing which The Shipping Master, Government Shipping Office, Mumbai shall invoke the termination clause.

Penalty due to Breach of Service Levels

5.5 If the printer or any equipment installed by the Bidder in the facility is non-functional due to any technical problem, the Bidder should repair the same within two working days. In case of failure to do so, penalty for each subsequent day would be imposed as follows and deducted from performance guarantee or from the monthly bill payable to the Bidder as below:

Personalisation rate per booklets X Average number of booklets per day at the specific centre X Number of delayed days

Penalty for damaging booklets beyond 1% allowable rejection rate:

5.6 An amount of INR 1000/- (Rupees One thousand only) per damaged booklet will be deducted, from any sum payable to the Service Provider by the Government Shipping Office, Mumbai, beyond the permissible limit of 1% booklet rejection (i.e. if rejection is more than 1% of the total number of booklets printed in a monthly billing period on account of misalignment or misprinting or wrong printing of data or images or overall quality of the product).

5.7 The Service Provider shall ensure highest degree of quality of personalisation, as demonstrated at the time of Technical evaluation, throughout the validity period of the contract. There shall be periodical checks/evaluation of booklets personalised during entire contract period, by an committee nominated by Competent Authority , in accordance with the terms and conditions of the contract. If the printed booklets are found not meeting the prescribed standards, these will be treated as damaged and penalty will be imposed accordingly. The quality of personalisation of booklets and Renewal Stickers shall remain the same (in forensic terms) at all Printing Centres in India at all times and in all Printers installed at the facility.

5.8 The Earnest money deposit can be forfeited if a Bidder:

- (a) Withdraws its Bid after Bid submission End Date and during the period of Bid validity;
- (b) Does not accept the correction of errors;
- (c) In case of successful bidder, fails to sign the contract within the stipulated time;
- (d) Defaults on execution of the contract, after accepting offer of contract.

5.9 The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the Bidder will entail termination of the contract without prejudice to the right of The Shipping Master, Government Shipping Office, Mumbai. In addition, The Shipping Master, Government Shipping Office, Mumbai shall be free to forfeit the EMD/Performance Guarantee and getting the assigned work done from alternate sources at the risk and cost of the defaulting vender.

TERMINATION - DEFAULT BY THE BIDDER

5.10 The installation and commissioning of the printers, integration of printing solution with Booklets shall have to be completed satisfactorily within 30 days of award of contract, and full scale operation of the first printer within the said period of 30 days,

from the date of award of the contract, failing which the Government Shipping Office, Mumbai shall impose the applicable penalty clause. In case of delay of more than six months from the date of award of contract, The Shipping Master Government Shipping Office, Mumbai shall give notice of default to the Service Provider and request the Bidder to cure such default within 07 (seven) days of receipt of said notice. Should the Bidder is not able to cure the default within the said period, the Government Shipping Office, Mumbai has the right to terminate the whole or any part of the contract within next 7 (seven) days. In that case, the tendering would be invited afresh. The EMD or performance guarantee of the Service Provider who was awarded the contract will be forfeited/encashed.

5.11 For any other breaches i.e. if the Bidder is unable to carry out any of the terms, conditions, covenants or obligations of the contract, or fails to deliver any or all the services within the time period specified in the work order or any extension thereof granted by The Shipping Master, Government Shipping Office, Mumbai, the Government Shipping Office, Mumbai shall give notice of default to the Bidder and request the Bidder to cure such default within 15 (fifteen) days of receipt of said notice of default. Should the Bidder not cure the default within the said period, the Ministry of Ports, Shipping and Waterways, shall, within next 15 (fifteen) days, terminate the whole or any part of the contract. In such event, the Bidder shall not be entitled to the payment of charges on any account or any portion thereof with respect to any of the work not completed by the Bidder in accordance with the terms of the contract at the time of the said notice in writing to the Bidder.

5.12 Upon termination of the contract under this clause, the Government Shipping Office, Mumbai shall require the Bidder to deliver to the Ministry of Ports, Shipping & Waterways any finished work which has not been delivered prior to such termination. The Government Shipping Office, Mumbai, however, shall pay the Bidder for all such finished work delivered and accepted. In that case, the tendering would be invited afresh

Termination for insolvency

5.13 The Shipping Master ,Government Shipping Office, Mumbai may at any time terminate the work order/contract by giving written notice of 30 (thirty) days to the Bidder, without any compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.

CHAPTER 6 - GENERAL TERMS & CONDITIONS

6.1 The Shipping Master Government Shipping Office, Mumbai may, at its own discretion, extend the date for submission of Bids. In such a case, all rights and obligations of the Government Shipping Office, Mumbai and the bidders shall be applicable to the extended time frame. The Government Shipping Office, Mumbai will not be responsible for any delay on the part of the Bidders in obtaining the Tender Document or submission of Bid Documents before the due date and time of submission.

6.2 At any time prior to the last date for receipt of Bids, the Government Shipping Office, Mumbai may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. The amendment, if any, will be notified on the DG Shipping website www.dgshipping.gov.in and CPP e-procurement portal and should be taken into consideration by the prospective bidders while preparing and submitting their bids.

6.3 The Bidders will bear all cost associated with the preparation and submission of the Bids. The Government Shipping Office, Mumbai will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

6.4 Transfer of Tender documents is not permissible. Similarly transfer of tenders submitted by one Bidder to another is not permissible under any circumstances.

6.5 Transfer of payment for EMD is not permissible. The completed tender document will be accepted upto the deadline for submission of bids as per the date and time pre-disclosed in the e-Procurement portal on eprocure.gov.in.

6.6 Clarifications, if any, may be obtained at the Bidders' Conference which will be held as per the date and time pre-disclosed in the e-Procurement portal on eprocure.gov.in in the Office of Government Shipping Office, Mumbai. No queries will be entertained after the bidders' conference. All clarifications and/or interpretations given during the bidders' conference shall form part of the tender specifications and shall accompany the tender, which shall be submitted by the bidder within the specified time and date in the invitation to the tender. In case, there is any change in the schedule of this conference, the same shall be informed through www.dgshipping.gov.in and <https://eprocure.gov.in/eprocure/app>

6.7 The tender document showing the detailed specifications, terms and conditions can be downloaded from website: www.dgshipping.gov.in and <https://eprocure.gov.in/eprocure/app>. Bids shall be submitted as per "Section-D: Submission of tender" read with Annexure A, Annexure C, Annexure D, Annexure E, Annexure G.

6.8 All Amendments/Revisions to tender documents issued by the Government Shipping Office, Mumbai, if any, must also be taken into account, and submitted with the tender duly signed. The bidders are advised to submit the tender strictly on the terms and conditions and specifications contained in the Tender Document. Any deviations may separately be issued and attached to relevant documents. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the Financial Bid only. The tender

containing any deviation to the terms and conditions and requirements stipulated in the tender documents will be rejected.

6.9 Insertion, Post Script, addition and alteration, if any, should be finalized before uploading the tender in the e-procurement CPP portal.

6.10 TECHNICAL BID with EMD:

(i) Containing details and EMD as per Annexure A1 to A8. It should not have any financial or price aspect.

(ii) Earnest money in the form of Demand Draft for INR 5,00,000 (Indian Rupees Five Lakhs only) from a Scheduled Commercial bank in India.

6.11 FINANCIAL BID

(i) Containing prices with detailed breakup along with unit rate, in Indian Rupees only and in the **BoQ.xls** file in CPPP along with this RFP.

6.12 The Bidder shall satisfy The Shipping Master, Government Shipping Office, Mumbai that they are financially in an optimal position to fulfil contractual obligations offered to be undertaken by them.

6.13 The Bidder shall also satisfy The Shipping Master, Government Shipping Office, Mumbai that they are competent and legally authorised to submit the tender and/or to enter into a legally binding contract with the Government Shipping Office, Mumbai.

6.14 The Bidder will undertake not to sub-contract the work to any other person/s or company.

6.15 The Service Provider will have to sign a Non-Disclosure Agreement with the Government of India to maintain secrecy and confidentiality of the Project/Data information.

6.16 The bidder will clearly indicate in the technical bid if any patent rights are involved for any item of this tender / in the printing technology offered for personalisation as specified in Chapter 2 & 3 In case of such patents being involved, the bidder will have to totally indemnify the Government Shipping Office, Mumbai from the infringement and payment of license fee in respect of such patents.

6.17 The bidder is required to carefully examine the Technical Specifications and other details relating to installation as given in the Tender Document and get fully informed about all conditions and matters which may, in any way, affect the supply or cost thereof. The Bidder shall be deemed to have himself independently obtained all necessary information for the purpose of preparing the tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

6.18 Any alteration/ changes by the bidder are not permitted after uploading of the tender.

6.19 Invitation to Tender be withdrawn or cancelled by The Shipping Master Government Shipping Office, Mumbai, which procuring Authority shall have the right to do at any time, the Earnest Money Deposit will be returned to the bidder immediately, without any interest.

6.20 The Bidder will be asked to sign a contract/agreement with the Government Shipping Office, Mumbai. The Shipping Master, Government Shipping Office, Mumbai shall sign the contract/agreement within fourteen days of such communication from the Government Shipping Office, Mumbai failing which offer would be treated as withdrawn and EMD forfeited.

6.21 Should the Bidder fail or refuse to duly sign the Contract within the period fixed by the Government Shipping Office, Mumbai or fails / refuses to furnish the Performance Guarantee within the prescribed period, the EMD submitted in the form of Demand Draft shall be encashed by the Government Shipping Office, Mumbai without prejudice to his being liable for any further loss or damage incurred in consequence by the Government Shipping Office, Mumbai. The Bank Guarantee shall be suitably extended, if such a necessity arises, by the Bidder till the date fixed by the Government Shipping Office, Mumbai for furnishing the Performance Guarantee.

6.22 The Bidder has to submit Performance Guarantee in the form of unqualified / unconditional bank guarantee equal to INR 10 lakhs for the entire duration of the contract. Performance Guarantee shall be refunded only after satisfactory completion of services during the respective period. No interest would be payable on this amount.

6.23 The Bidder whose tender is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with his submission of tenders, even though the Government Shipping Office, Mumbai may elect to modify/ withdraw the Invitation to Tender.

6.24 The Government Shipping Office, Mumbai is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The Government Shipping Office, Mumbai also reserves the right to accept the tender either in whole or in part.

6.25 In case of inability/refusal of lowest bidder to execute the project as per terms and conditions of the tender, the lowest bidder will be disqualified. The entire tendering process will be repeated. The EMD/performance guarantee/pending bills of the lowest bidder would be forfeited.

6.26 Notice and certificate on behalf of the Government Shipping Office, Mumbai, in connection with the contract, may be given by a duly authorized representative of the Government Shipping Office, Mumbai, whose name shall have been previously communicated in writing to the Bidders.

6.27 Any modification which may become necessary in the interim period will be intimated to the Bidders as soon as possible.

6.28 The Shipping Master, Government Shipping Office, Mumbai reserves the right to assess the performance of the Bidder prior to commencement or during the implementation of the project. The assessment may cover all areas related to assigned work order, specially the methodology, manpower, infrastructure, software etc.

6.29 The Bidder will indemnify The Shipping Master, Government Shipping Office, Mumbai for all legal / contractual obligations of its manpower / infrastructure / software deployed for the project. The Shipping Master, Government Shipping Office, Mumbai shall also stand absolved of any liability on account of death or injury sustained by the staff of the Bidder during the performance of the work and also for any damage or compensation due to any dispute for any reason.

6.30 The Bidder shall not, without The Shipping Master, Government Shipping Office, Mumbai, prior written consent, disclose the contract or any provision thereof, or any specifications, plan, design, drawing, pattern, sample of information furnished by or on behalf of the Government Shipping Office, Mumbai in connection thereof to any person other than a person employed by the Bidder in the performance of the Contract. The Bidder shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Ministry.

6.31 The Bidder or his employees will not disclose the content of documents given for CDC/ COC personalisation purpose, to any person other than a person employed by the Bidder in the performance of the Contract.

6.32 The Bidder shall not outsource the work assigned by the Government Shipping Office, Mumbai. This violation will attract forfeiture of EMD/performance guarantee and cancellation of the contract. The cost incurred on executing the work through alternate sources will also be recovered from the Bidder from the outstanding bills or EMD etc. The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company without the prior written consent of the Government Shipping Office, Mumbai.

6.33 The Bidder shall sign a non-disclosure agreement with the Government Shipping Office, Mumbai. The Bidder shall also sign an Integrity Pact with Government Shipping Office, Mumbai, as per Annexure.

6.34 No request will be entertained for revision of rates of CDC/ COC / Seamen (Sails) Identity Card personalisation all inclusive rate during the contract period of five years or extended period of the contract period.

6.35 The Bidder shall submit an affidavit stating that the Company is not/ has not been blacklisted by Central/State Government or any PSU nor should have any litigation pending with any of the Central/State Government/PSU organizations.

6.36 If the Bidder proposes to use any imported (of Foreign Origin) Hardware/Software, the Government Shipping Office, Mumbai, will in no way be liable to assist in any customs / mechanical / electrical / wireless / environmental clearances from the Indian Customs or any other authority. It will be the sole responsibility of the Service

Provider to make available any Hardware/Software as may be required by him to fulfil the task as per the tender.

6.37 If the Bidder has to submit any item of foreign origin for demonstration or any other purpose, the Government Shipping Office, Mumbai will in no way be liable to assist in any clearances from the Indian Customs or any other authority. It will be the sole responsibility of the Bidder to make available any Hardware/Software as may be required by the Government Shipping Office, Mumbai.

6.38 The Service Provider should make arrangements for installation, service and maintenance of these printers, at CDC/ COC / Seamen (Sails) Identity Card printing centres in India (Annexure - E). The list of CDC/ COC / Seamen (Sails) Identity Card printing centres in India may be reduced, increased, changed by the Government Shipping Office, Mumbai as per its requirement and the Bidder shall make necessary arrangements without any additional cost. Detailed execution and implementation plan should be attached with the tender.

6.39 The Bidder must be able to repair the non-functional printer installed at the facility within two working days.

6.40 Non-compliance with any of the above conditions by the Bidder will amount to non-eligibility for the services for which tender has been floated and the contract with the Service Provider will be terminated summarily.

RISK PURCHASE CLAUSE

6.41 If the Bidder, after submission of tender and due acceptance of the same i.e. after placement of Letter of Intent, fails to abide by the terms and conditions of these tender documents, or fails to install the material as per the delivery schedule given or at any time repudiates the contract, The Shipping Master Government Shipping Office, Mumbai will have the right to:

Appropriate the Demand Draft or invoke the bank guarantee submitted by the Bidder as EMD or Performance Guarantee.

6.42 For all purposes, the Letter of Intent will be considered acceptance of the tender and contract pending signing of the agreement. The Bidder has to abide by all terms and conditions of the tender.

FORCE MAJEURE CLAUSE

6.43 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/Chamber of Commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages

against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Shipping Master Mumbai as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the Government Shipping Office, Mumbai may at its option, terminate the contract.

ARBITRATION

6.44 In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of contract) except as to any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes or differences amicably.

6.45 If both the parties fail to reach such amicable settlement, then either party (the Government Shipping Office, Mumbai or Bidder) may (within 28 days of such failure) give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of differences of which such written notice has been given and no other shall be referred to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of The Arbitration and Conciliation Act, 1996 (of India) or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.

6.46 Venue of arbitration shall be Mumbai and courts at Mumbai shall have exclusive jurisdiction. All the arbitrary proceedings shall be carried out in English language. Only Indian courts shall have jurisdiction in case of any dispute arising on the award and execution of the project.

6.47 The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

6.48 Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respects and all disputes, if any will finally be settled in the arbitration.

6.49 Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall be at the discretion of the Arbitrator, or the umpire, as the case may be.

6.50 The award of Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Service Provider shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Government Shipping Office and the Bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as

provided for in the Tender.

CORRESPONDENCE

6.51 All the information, correspondence letters would be entertained at the following address. All such correspondence should be made in duplicate superscribed "Personalisation of Indian CDC/ COCs / Seamen (Sails) Identity Card":

The Shipping Master
Government Shipping Office
Nau Bhavan, 1st Floor, 10 R.K. Marg,
Ballard Estate, Mumbai:-400001.

Section 6 – Bidding Forms

Name of the Form	Page No.
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Bidder Information Form	50
Bidder's Qualification Information	51

Letter of Bid

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date:

Bid Ref. No.:

To,

The Shipping Master, Government Shipping Office, Nau Bhavan, 1st Floor, 10, R.K. Marg, Ballard Estate, Mumbai- 400 001.

Tel. No. : 91-22-22697971/72

Email: sm-mum-ship[at]gov[dot]in

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to perform, in conformity with the Bidding Documents, the following Non Services: “_____”.
4. Our final financial offer is as submitted in our financial bid.
5. Our bid shall remain valid for 90 days from the last date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
7. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
8. We, along with any of our subcontractors, suppliers, Service Providers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the Service Provider or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or

is being proposed as Project Manager for the contract from The Shipping Master, Mumbai;

11. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
12. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
13. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
14. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
15. We understand that Procuring Entity is not bound to accept the lowest evaluated bid or any other bid that it may receive and that the decision of The Shipping Master, Mumbai shall be final & binding.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

Bidder Information Form

Date:

Bid Ref. No.:

Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd. Company
Bidder's year of incorporation / registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details:	Account Name: Bank Name: Branch Name: IFSC Code:

Bidder's Qualification Information

SN	Criterion	Bidder's Qualification	Documents to be submitted	Documents submitted	Page No.
1	Letter of Bid		as per the form provided in Section 6 – Bidding Forms		
2	Bid Security declaration		Annexure I		
2.1	Bid security demand draft details		DD reference number		
3	Bidder Information Form as per Form provided in Section 6: Bidding Forms				
4	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least		<ul style="list-style-type: none"> • Registration / Incorporation certificate / Partnership deed • Details of ownership, address, contact details including e-mail 		

	05 years (i.e. since FY 2019-20)		and telephone numbers.		
5	Bidder must be registered with GSTIN and must possess a valid PAN.		Copies of GSTIN and PAN.		
6	Bidder must have an average annual turnover of at least Rs.1 Crore during past 3 financial years (FY 2021-22, 22-23 & 23-24).		Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2023-24.		
7	Bidder must have a minimum 01 (one) year experience in printing and associated works in the last three consecutive years.		<ul style="list-style-type: none"> • Completion certificate clearly mentioning the scope of work, contract value and client name. • List of special features for government-linked institutions 		
8	Bidder should have a positive net worth during each of the past 3 financial years		CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.		
9	Banker of Company with full address		Certificate from respective scheduled bank.		
10	Bidder must have an in-house team of experts for editorial, design and marketing aspects. Details of in-house team of experts to be submitted.		Self-certification by HR head that the organization has staff on roll with adequate expertise in the domains of design, marketing and editorial work.		
11	Bidder should have Offered equipment / technology (model or its variant) for graphical		1. In case bidder is OEM, documents / certification in support of its product from appropriate		

	personalisation should be capable of commercial production, i.e., personalisation of secuterized booklets		<p>authority for personalisation of secuterized Booklet.</p> <p>2. If not the OEM of the Printer, authority letter from the OEM (specific to this tender allowing the bidder to participate) with documents /certification should be submitted along with the tender.</p>		
12	Bidder must provide evidence to the satisfaction of the Purchaser that the equipment as per Technical Specifications of this tender exist and will be used exclusively for personalisation of secuterized booklets. The personalisation must be in fully compliance with this tender document.		Documents / certificates in support to be submitted.		
13	The Bidders should neither have been blacklisted by any Indian Central/State Government/Department or by International Authority nor should have any litigation pending with any of the Indian Government Department (attach affidavit only if no litigation is pending).		Affidavit stating that the company is/has not been blacklisted by Indian Central/ State Government/ PSU nor should have any litigation pending with any of Indian Government Departments/ institutions in India/ abroad.		

14	An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.				
15	Documents mentioned in Annexure- A1 to A8 of				
16.	Financial Bid to be uploaded as per BoQ.xls file . (to be uploaded separately on the Excell format given in the portal)				
17	Declaration about Fraud and corrupt practices				

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer; b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) “Contract Price” means the the price to be paid for the performance of the Service, in accordance with Clause 6s; d) “Employer” means the party who employs the Service Provider as specified in SCC; e) “GCC” means these General Conditions of Contract; f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them; g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof; h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC; i) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer; j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A – Scope of Work;
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the

	<p>SCC. The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.</p>
1.5 Location	<p>The Services shall be performed at the client’s location as specified in the SCC.</p>
1.6 Authorized Representatives	<p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.</p>
1.7 Taxes and Duties	<p>The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.</p>
1.8 Code of Integrity	<p>The Employer, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	<p>This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.</p>
2.2 Commencement of Services	
2.2.1 Program	<p>Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p>
2.2.2 Starting Date	<p>The Service Provider shall start carrying out the Services sixty (60) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p>
2.3 Intended Completion Date	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.</p>
2.4 Modification	<p>Modification of the terms and conditions of this Contract,</p>

	including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	
2.6.1 By the Employer	<p>The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> a. if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; b. if the Service Provider become insolvent or bankrupt; c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

	<p>their own corporate interests.</p> <p>3.2.2 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
3.3 Confidentiality	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>
3.4 Insurance to be Taken Out by the Service Provider	<p>The Service Provider (a) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.5 Service Provider's Actions Requiring Employer's Prior Approval	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. entering into a sub-contract for the performance of any part of the Services, b. changing the Program of activities; and c. Any other action that may be specified in the SCC.
3.6 Reporting Obligations	<p>The Service Provider shall submit to the Employer the reports and documents as specified in the SCC.</p>
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>

3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 9 and specified in the SCC.
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.
3.10 Adherence to laws, regulations and statutory requirements	The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC.
4. Service Provider's Personnel	
4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix B. The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Employer.
4.2 Removal and/or Replacement of Personnel	4.2.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key

	<p>Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>4.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5. Obligations of the Employer	
5.1 Assistance and Exemptions	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.2.
6. Payments Schedule	
6.1 Contract Price	<p>6.1.1 The Service Provider's Contract Price shall be net of all costs incurred by the Service Provider in carrying out the Services described in Appendix A.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in Appendix A.</p>
6.2 Taxes and Duties	<p>6.2.1 The Service Provider is responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Service Provider.</p>

6.3 Mode of Billing and Payment	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made on a pro-rata basis as per the events schedule based on satisfactory performance of services.</p> <p>6.3.3 The Client shall pay the Service Provider within forty-five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Service Provider within the same forty-five (45) days period. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report have been submitted by the Service Provider and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Service Provider specifying in detail deficiencies in the Services, the final report. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Service Provider specified in the SCC.</p>
7. Settlement of Disputes	
7.1 Amicable Settlement	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
7.2 Dispute Settlement	<p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC.</p>
8. Extension of the duration of contract	
	<p>This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 12 months, provided that a fresh procurement activity is initiated before the expiry of the original contract.</p>

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is Personalisation of Pre-Printed Indian CDC & CoC Booklets & Renewal Stickers And Seamen (Sails) Identity Card.
1.1(d)	The Employer is The Shipping Master, Government Shipping Office, Nau Bhavan, 1 st Floor, 10, R.K. Marg, Ballard Estate, Mumbai- 400 001.
1.1(h)	The Service Provider is _____
1.4	<p>The addresses are: The Shipping Master, Government Shipping Office, Nau Bhavan, 1st Floor, 10, R.K. Marg, Ballard Estate, Mumbai- 400 001. Tel. No. : 91-22-22697971/72 Email: sm-mum-ship[at]gov[dot]in</p> <p>Service Provider :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <i>The Shipping Master, Government Shipping Office, Mumbai.</i></p> <p>For the Service Provider: <i>[name, title]</i> _____</p>
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is immediately after contract signing.
2.3	The Intended Completion Date is 30 Days from the date of award of contract.

3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2
3.4	The risks and coverage by insurance shall be: (i) Employer's liability and workers' compensation – as stipulated in the employees' compensation act.
3.7	There are no specific restrictions.
3.8.2	The lack of performance penalty shall be equal to the cost incurred by the employer towards correcting the defects / deficiencies. The same shall be deducted from payments due to the service provider.
5.1	The Employer shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider's vehicles and employees.
7	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

Annexure - A 1

TENDER FOR PERSONALISATION OF CDC & COC BOOKLETS & RENEWAL STICKERS AND SEAMEN (SAILS) IDENTITY CARD		
	PARTICULARS OF THE BIDDER	DOCUMENTS TO BE SUBMITTED
01	Name of Tendering Company, Name of Proprietor/ Director of Company, Full address of Registered office with Telephone No. Fax and E-Mail, Full address of Registered office and operating/ branch office with Telephone no. Fax and E-mail	Certificate of registration with a brief profile of the company
02	Banker of Company with full address	
03	PAN/GIR No.	Self-attested copy
04	GST Registration No.	Self-attested Certificate copy
05	Companies/firms/Cooperative societies registered in India are allowed to participate in the bidding	
06	Registration Certificate and Article of Association (in case of registered firms) bye- laws and certificate of registration (in case of registered co-operative societies); partnership deed (in case of partnership firms), as applicable	Self-attested copies of the documents
07	In case the bidder is not the Manufacturer, authority letter from OEM (specific to this Tender) authorizing the bidder to participate should be attached	Authority letter from OEM
08	In case, the bidder is representing the manufacturer, then experience and management details of both have to be provided	Self-Certified copies of experience and management details
09	The bidder must have completed at least 1 year experience in printing & associated works during last three consecutive years	Certified copies of documents
10	Bidder must have minimum turnover of Rs. 1 crore each year for the last three consecutive financial years in India only (i.e. 2020-21, 2021-22, 2022-23)	Certified copy of Balance sheet by CA for last three financial years shall be submitted as proof.
11	Affidavit stating that the company is/has not been blacklisted by Indian Central/ State Government/ PSU nor should have any litigation pending with any of Indian Government Departments/ institutions in India/ abroad.	Attach affidavit only, if no litigation is pending.
12	Declaration about Fraud and corrupt practices	Duly signed & attested as given in the Annexure-A6
13	Declaration as per Annexure A about correct and proper furnishing of information	Annexure-A

Annexure - A2

Format for Power of Attorney for Signing of the Bid (On a Stamp Paper of Rs. 100) Power of Attorney

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/ daughter/ wife of and presently residing at....., who is presently employed with us/ and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Tender for personalisation of Indian CDC & COC booklets & renewal stickers and Seamen(Sails) Identity cards at per page rate of CDC/ COC excluding GST and other Government Charges basis. Government of India (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder conferences and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Tender and/ or upon award thereof to us and/or till the entering into of the Supply Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2024.

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted..... (Signature) (Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Description of the Bidder

1. Name, country of incorporation, address of the registered office, corporate headquarters, and its branch office(s), if any, in India and date of incorporation and/or commencement of business.
2. Brief description of the bidder including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of individual (s) who will serve as the point of contact/ communication with Government Shipping Office, Mumbai:

Name
Designation
Company
Address
Telephone Number
E-Mail Address
Fax Number
Mobile Number

FINANCIAL CAPABILITY OF THE BIDDER

The bidder would be evaluated for meeting the Evaluation Criteria as mentioned in snapshot of the Tender Document. Such bidder should provide their Net worth details as indicated below. This is to be filled by the bidder or Lead Member in case of Consortium and certified by the Statutory Auditor

Name of bidder	Net Worth (INR Crores)

As per audited annual financial statements of last three completed financial years (i.e. 2020-21, 2021-22, 2022-23). The bidder should provide the Financial Capability based on its own financial statements. Please attach the audited financials supporting the figures stated.

This submission shall be certified by the statutory auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

TECHNICAL CAPABILITY OF THE OEM

The bidders would be evaluated for meeting the Evaluation Criteria as mentioned in snapshot of the bid document. Such bidders should provide their technical qualification details as indicated below.

Sr. No.	Name of the Manufacturer	Project Name	Project Cost	Project Details

General Instructions:

1. The technical details should be duly supported by satisfactory certificates or invoices or payment receipts against the printing and associated projects carried out by the Bidder in India.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, The Shipping Master Government Shipping Office, Mumbai may reject an Application without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2. Without prejudice to the rights of The Shipping Master Government Shipping Office, Mumbai under Clause (1) hereinabove, if a bidder is found by the Government Shipping Office, Mumbai to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender or RFP issued by the Government Shipping Office, Mumbai during a period of 02 (two) years from the date such bidder is found by the Government Shipping Office, Mumbai to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

3. For the purposes of this Clause (1), the following terms shall have the meaning hereinafter respectively assigned to them:

a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

DECLARATION

I, _____ Son /Daughter/ Wife of Shri Proprietor/Director, authorized signatory of the Company, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Date:

Place:

Seal:

PRINTER SPECIFICATION

1. Name of the Company :
2. Address :
3. Tel. No. :
FAX No. Email
4. Contact Person in India:
5. Details of Printer offered:
(Make & Model)
 - a) Make & Model of Desktop CDC/ COC / Seamen (Sails) Identity Card personalisation printers including the printing technology used;
 - b) Confirmation that the printer is capable of CDC/ COC / Seamen (Sails) Identity Card personalisation as detailed in Chapter 3 & 4, Technical Specifications and elsewhere and meets all the features as detailed. Please attach all supporting technical documents related to offered desktop printers
 - c) List of additional technical features of printer not specified in the tender document with full details;
 - d) Confirmation that the photo and data printed on the CDC/ COC / Seamen (Sails) Identity Card during personalisation will be water proof and with the same brightness without fading for at least ten years from the date of personalisation;
 - e) Confirmation that the printer will have TCP/IP protocol connectivity for connection with the Central server;
 - f) Software Platforms supported by printer
 - i)
 - ii)
 - iii)
 - g) Confirmation that the CDC/ COC personalisation printer offered by the bidder as per Technical Specifications stipulated in this tender is fully functional as on date and shall be used exclusively for sample specimen CDC/ COC / booklets / Seamen (Sails) Identity Card, as part of the Technical Evaluation and not in any other equipment.
6. If the bidder is not the manufacturer, authority letter from the manufacturer of the printer authorizing the bidder to participate in this tender.
7. An undertaking from the manufacturer/s of Printers have to be attached stating the printers are in use for the commercial production as specified;
8. Power of Attorney / Authorization with the seal of the company of person signing the tender documents.

9. Any other technical information the bidder wishes to furnish.

10. Name, address and contact numbers of technical experts.

DECLARATION:

I, hereby certify that the information furnished above is full and correct to the best of my knowledge. I also hereby certify that the printer offered will have all the features listed in the tender. I further certify that the laminate that will be designed and manufactured after the award of the tender, will incorporate all the features listed in the tender document. I understand that in case any deviation is found in the above statement at any stage, EMD/ Performance Guarantee is liable to be forfeited and the job order may be terminated.

(Authorized Signatory)

BID BOND PROFORMA BY THE BANK GUARANTEE ISSUING BANK

(On Stamp Paper of INR 100/- to be executed by a Mumbai Branch of a Scheduled Commercial Bank.)

To,
The Shipping Master
Government Shipping Office
Nau Bhavan, 10 R. K. Marg,
Ballard estate Mumbai:-400001.

Sir,

WHEREAS M/s. -----(Bidder) have offered services to the Government Shipping Office, Mumbai against Tender No..... dated.....for personalisation of pre-printed CDC & COC Booklets & renewal stickers and Seamen(Sails) Identity cards on per page rate of CDC/ COC basis in India, and the Bidder is required to submit a Bank Guarantee of Rs.----- /- (Indian Rupees-----only) from any Scheduled Commercial Bank in India along-with the offer by Registered Post A.O. by the issuing bank, as a guarantee for fulfilment of all the terms and conditions of the tender documents we ----- hereby guarantee and undertake to pay immediately on demand by you, the amount of Rs.-----/- (Indian Rupees----- only), in case the bidder fails to perform any or all the obligations undertaken by him as per the terms and conditions of tender documents without any reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by you shall be conclusive and binding on us irrespective of any dispute or difference, claim or counter claim whatsoever raised by the Bidder. This guarantee shall be irrevocable and shall remain valid till four months after the award of the tender.

2. Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to Rs.-----/- (Indian Rupees-----only) and it will remain in force upto four months after the award of the tender (here-in-after referred to as the 'said date') unless a claim under the guarantee is filed against on or before the 'said date', all your rights under the guarantee shall be ceased and we shall be released and discharged from all liabilities thereunder. We ----- Bank further agree that the guarantee hereunder contained shall not be affected by changes in the terms of purchase originally offered by the Bidder.

Date ----- For:-----

Place----- Bank-----

NOTE: Bidder's bank, while authorizing the Bank in India to execute this Bid Bond against the counter guarantee, should also intimate their reimbursement instructions.

PROFORMA FOR PERFORMANCE GUARANTEE

To

1. In consideration of The Shipping Master, Government Shipping Office, Nau Bhavan, 10 R.K. Marg Ballard Estate, Mumbai 400001(hereinafter called the Government Shipping Office, Mumbai which expression shall unless repugnant to the subject or context include his successors and assigns) having agreed under the terms and conditions of contract no.----- dated----- made between----- (hereinafter called the Bidder) and the Government Shipping Office, Mumbai in connection with personalisation of pre-printed CDC & COC Booklets & renewal stickers and Seamen(Sails) Identity cards per page excluding GST.

2. (hereinafter called the said contract to accept a deed of guarantee as herein provided for Rs.-- (Rupees -----only) from Scheduled Commercial Bank in India in lieu of the performance bond deposit, for the due fulfillment in the said contract. WE, the ----- Bank (hereinafter referred to as "the said Bank") company under the Companies Act, 1956 and having our registered office at----- do hereby undertake and agree to indemnify and keep indemnified the Government Shipping Office, Mumbai from time to time to the extent of Rs. --- (Rupees -----only) against any loss or damage, costs charges and expenses caused to or that may be caused to or suffered by the Government Shipping Office, Mumbai by reason of any breach or breaches by the said Bidder of any of the terms and conditions contained in the said contract and to additionally pay the amount claimed by the Ministry of Shipping on demand and without demur to the extent aforesaid.

3. We-----Bank further agree that The Shipping Master, Government Shipping Office, Mumbai shall be the sole judge of and as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused, suffered by or that may be caused to or suffered by the Government Shipping Office, Mumbai from time to time shall be final and binding on us. Any such demand on the Bank shall be conclusive as regards the amount payable under this guarantee, to the extent aforesaid.

4. We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Government Shipping Office, Mumbai under the said contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till certifies The Shipping Master, Government Shipping Office, Mumbai that the terms and conditions of the said contract have been fully properly carried out by the Service Provider, and accordingly discharges this guarantee subject, however, that the Government Shipping Office, Mumbai shall have no claim under this guarantee after 6 months ----- as provided in the said contract, unless a notice of the claim under this guarantee has been served on the Bank at any time before the issue of virtual completion certificate in respect of----- the same shall be enforceable against the Bank notwithstanding the fact, that the same is

enforced after the expiry of the said period of 6 months from the date of virtual completion.

5. The Shipping Master, Government Shipping Office, Mumbai shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said contract to or extend time of performance by the said Service Provider or to postpone for any time and from time to time any of the powers exercisable by it against the said contract or securities. Said Bank shall be released from its liabilities under these presents by the Government Shipping Office, Mumbai of the liabilities with reference to the matters aforesaid or by reasons of time being given to the said Service Provider or any other forbearance, act or omission on the part of the Government Shipping Office, Mumbai or any indulgence by the Government Shipping Office, Mumbai to the said Service Provider or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

6. It shall not be necessary for The Shipping Master, Government Shipping Office, Mumbai to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Government Shipping office, Mumbai may have obtained or obtain from the Service Provider, shall at the same time when proceedings are taken against the Bank there under be outstanding or unrealized.

7. We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government Shipping Office, Mumbai in writing and agree that any change in the constitution of the said Bidder or the said Bank shall not discharge our liability here-in-under.

8. Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs.----- (Indian Rupees -----only) and it will remain in force till (date).

Dated this _____ day of _____ 2024

Dated _____ For and on behalf of the
Sd/
(Name and Designation)

Note
For Proprietary concerns

Mr. _____ son _____ of _____
_____ resident of _____
carrying on business under the name at _____
(hereinafter called "the said Bidder" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership concerns

(a) Mr. _____ son of _____

Resident of _____

(b) Mr. _____ son of _____

Resident of _____ Carrying on business in co-partnership under the name and style of _____
(hereinafter collectively called "the said Service Provider" which expression shall unless the context requires otherwise include each of them and their respective heirs executors and legal representatives).

For Companies

M/s. _____ a
company under the Companies Act, 1956 and having its registered office
at _____

In the state of _____ (hereinafter the context required otherwise include its
successors and assigns)

•

Location of CDC / COC / Seamen(Sails) Identity Card Offices in India

A combination of Next Generation Desktop CDC/ COC / Seamen (Sails) Identity Card Printers to be installed at CDC/ COC / Seamen (Sails) Identity Card Offices in India.

The following are the locations:

- a) The Directorate General of Shipping, Kanjurmarg, Mumbai
- b) Government Shipping Office, Mumbai
- c) Government Shipping Office, Kolkata
- d) Government Shipping Office, Chennai

Overall Annual Volume of applications from the above 04 locations is expected to be 1,00,000. However, the inflow of applications may not be uniform.

The bidders will set up facility to personalise booklets as mentioned against each locations:

- a) 100 CoC Booklets per day in Directorate General of Shipping, Mumbai.
- b) 400 CDC Booklets per day in Government Shipping Office, Mumbai
- c) 200 CDC Booklets per day in Government Shipping Office, Kolkata
- d) 200 CDC Booklets per day in Government Shipping Office, Chennai
- e) 150 Seamen (Sails) Identity Card per day at Directorate General of Shipping, Mumbai.

3) The Service Provider must have strategic reserves of printers to meet any exigencies

INTEGRITY PACT

GENERAL

This pre-bid contract Agreement (hereinafter called the integrity pact) is made on _____ day of the month of _____ 2024, between, on one hand, the President of India acting through The Shipping Master, Mumbai, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Sri. _____ Chief Executive Officer (hereinafter called the "BIDDER/Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER invited tenders for the Personalisation of CDC/ COC Booklets and Renewal Stickers) / Seamen (Sails) Identity Card and the BIDDER/Service Provider has offered the printers / service and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form , by its officials by following transparent procedures.

The parties here to hereby agree to enter into this integrity Pact and agree as follow:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, fit reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima-facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action ad deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage or its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries , any bribe, gift , consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward , favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government,

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care least any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person commits any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER , either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the integrity Pact, with any other company in any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on the subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money /Security Deposit

5.1 While submitting commercial bid, the BIDDER shall deposit an amount INR 5,00,000 as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or Pay Order in Favour of The Shipping Master, Mumbai, Validity 90 Days

5.2 The Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of the both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiation without assigning any reason or giving any compensation to the BIDDER. However, the processing with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in Pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India,

while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman of agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the action mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any employee by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1960 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of Corruption.

7. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant in force relating to any civil or criminal proceedings.

9. Validity

9.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 05 years of the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of

the contract.

9.2 Should one or several provision of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

10. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Deptt./MINISTRY/PSU
Witness
1. _____

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Appendix A – Scope of Work

{Please refer Section 5 for Schedule of Activity & Scope of Work}

Appendix B – Key Personnel

{Service Provider shall insert the Work Profile of the Contract Manager here}

Section 9 – Contract Forms

1. Letter of Acceptance

{On Employer's Letterhead}

Date:

To: *{Insert Name and Address of the Successful Bidder}*

Subject: Letter of acceptance of your bid against tender ref. no.:

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled “ _____ ” against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the Employer for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, in the form of a bank guarantee / fixed deposit amounting to INR 10,00,000/- (Rupees Ten Lakhs Only).

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b. the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at the contract price of Rs. [insert Contract Price];

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- a. the Letter of Acceptance;
- b. the Service Provider’s Bid
- c. the Special Conditions of Contract;
- d. the General Conditions of Contract;
- e. The following Appendices:

Appendix A: Scope of Work

Appendix B: Key Personnel

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

- b) the Service Provider shall make payments to the Employer in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]