



Organisation name: India Ports Global Ltd

Tender no: IPGL/ SPARE-MHC/2024/01 **Tender type:** Proprietary tender **Date:** 16.04.2024

Scope of work: Quotation for recommended spares for Mobile Harbour Cranes to be supply at IPGL.

Tender can be downloaded between 16.04.2024 to 07.05.2024 (up to 17:00 hrs). Completed tenders shall be submitted to IPGL office up to on or before 08.05.2024, up to 14:00 hrs, and the bid will be opened at 15:00 hrs, on 08.05.2024.

Office address:

Managing Director
India Ports Global Ltd.
4th Floor, Nirman Bhavan,
M.P.Road, Mazgaon,
Mumbai, 400 010, INDIA

Contact Details:

Websites: <https://ipgl.co.in>; <https://sdclinidia.com> and www.ipa.nic.in
Phone: 022 66566253, +91 9029026180
E-mail: md.indiaportsglobal@gmail.com

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

2. ELIGIBLE GOODS AND SERVICES

2.1 The Bidder will mention in its bid the origin of the goods and ancillary services to be supplied under the contract.

2.2 For the purpose of this clause, "Origin" means the place where goods are mined, grown or produced or from where ancillary services are supplied. Goods are produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 The origin of goods and services is distinct from the nationality of the Bidder.

3. COST OF BIDDING

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B: THE BIDDING DOCUMENT

1. CONTENT OF BIDDING DOCUMENTS

1.1 The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of following:

ANNEXURE I : Instructions to Bidders with following Appendices

Appendix 1 : Check List
Appendix 2 : Acceptance of Terms and Conditions
Appendix 3 : No Banning declaration
Appendix 4 : Undertaking for genuinity of the documents submitted
Appendix 5 : Proforma for Certificate on Relatives of Directors of IPGL
Appendix 6 : Lowest Price Undertaking
Appendix 7 : Bank details
Appendix 8 : Authorization Letter for Attending Tender Opening
Appendix 9 : Price Schedule
Appendix 10 : Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961)
Appendix 11 : No business connection undertaking
Appendix 12 : Form 10F

ANNEXURE II : General Terms and Conditions

Appendix-1 : Draft Format of Letter of Credit
Appendix-2 : Declaration of independence and impartiality by OEC Member
Appendix-3 : Statement of claim(s)/counter claim(s)

ANNEXURE III : List of Spares required/RFQ

ANNEXURE IV : Integrity Pact (if applicable)

C. PREPARATION OF BIDS

1. LANGUAGE AND SIGNING OF BID

- 1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local Chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 1.2 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by IPGL. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 1.3 The original bid should be signed manually by the POA/authorized signatory (ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.
- 1.4 Bidder can submit the bid through mail, but has to submit the physical bid, duly signed, within 15 days.
- 2.0 **Submission of 'Check List' duly filled-in, to re-confirm compliance with tender requirements:**
Bidder to submit the checklist, enclosed with Annexure-I of the bidding document, duly filled in signed and stamped on each page by authorized signatory who has been authorized to sign the bid.

3.0 DOCUMENTS COMPRISING THE BID

- 3.1 The bid prepared by the Bidder shall comprise of the following components, duly completed:
 - a) Back-up Authority Letter along with warranty cover of OEM, in case bidder is not OEM.
 - b) Check List as per attached Appendix 1.
 - c) Acceptance of Terms and Conditions as per attached Appendix 2.
 - d) Declaration for No Banning as per the Appendix 3.
 - e) Undertaking for genuineness of the documents submitted as per the Appendix 4.
 - f) Proforma for Certificate on Relatives of Directors of IPGL as per the Appendix 5.
 - g) Lowest Price Undertaking as per the Appendix 6.
 - h) Integrity Pact (IP) (applicable for tenders above Rs 1 crore). Bidder should submit Integrity Pact (which is issued along with the bidding document) along with bid, duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
 - i) Bank details as per attached Appendix 7.
 - j) Authorization Letter for Attending Tender Opening as per attached Appendix 8.
 - k) Duly filled in Price Schedule as per attached Appendix 9.
 - l) Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961) as per Appendix 10.
 - m) No business connection undertaking as per Appendix 11.
 - n) Form 10F as per Appendix 12.

4.0 PRICE SCHEDULE

4.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

4.2 Bid Prices

4.2.1 The bidder should quote their prices strictly as per the price schedule attached with the bidding document.

4.2.2 Indian Agent's commission, if any, should be included in the quoted prices and rate/amount be indicated separately as required in the price schedule. The Indian Agent's commission will be paid in non-convertible Indian currency.

4.2.3 The delivery terms shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

4.2.4 IPGL reserves the right to place the order either on Ex-works, FCA/FOB or CPT/CIP, CFR/CIF basis. The bidder has to provide break up in Appendix 9.

4.2.5 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

4.3 Payment of GST

In case of import of material, since the responsibility to clear the material from Customs lies with IPGL, the liability for Payment of GST/IGST rests with IPGL.

4.4 INCOME TAX LIABILITY

The bidder will have to bear all Income-tax liability both corporate and personal tax.

5.0 TERMS OF PAYMENT

5.0.1 IPGL offers the following terms of payment in the order of preferences:

(I) Payment to the suppliers on "Collection Basis" through IPGL's banker, without opening of letter of credit is preferred.

(II) Wherever a Letter of Credit is required, irrevocable Letter of Credit would be opened through IPGL's banker.

Payment of FOB/CFR value, as the case may be, will be made against negotiable copy of Bill of Lading and other specified documents as per supply order through irrevocable Letter of Credit to be opened in favor of the supplier.

5.0.2 All Foreign Bank charges towards advising negotiations/cable charges and confirmation of Letter of Credit charges will be borne by the supplier. All Indian Bank charges will, however, be borne by IPGL.

5.0.3 Where the supplies are proposed to be made in stages beyond three months, the bidders should quote staggered delivery schedule giving item-wise details/amount. The establishment of Letter of Credit in such cases will be restricted to the period-wise deliveries so offered.

6.0 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961):

a) Foreign bidders should invariably submit (along with their bid) the particulars (AS PER APPENDIX-10), which are required to be furnished by IPGL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

- b) In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non - resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the Income Tax Department directing IPGL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the supplier.

- c) In pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC or Form 10F OR the authorized signatory of the non-resident supplier shall furnish declaration (AS PER APPENDIX-11), along with the bid.

7.0 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

The name of the manufacturer and country of origin should be clearly mentioned in the offer. Bidder shall have to furnish a certificate of origin from the concerned Chamber of Commerce of the exporting country along with negotiable shipping documents.

8.0 VAGUE AND INDEFINITE EXPRESSIONS

8.1 Bids qualified by vague and indefinite expressions such as "Subject to prior sale" etc. will not be considered.

8.2 Bidders to take note that their standard conditions of sales submitted along with bid are not acceptable.

9.0 TENDER VALIDITY

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of Price Bid. IPGL reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by E-mail.

10.0 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ASSOCIATE

10.1 IPGL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/ Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/Retainer/ Associate in India. The principal will also have to broadly list out such services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.

10.2 In the event bidder is having an Agent/Consultant/Representative/ Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder), the bidder should indicate in their offer the name of such an Agent/Consultant/Representative/Retainer/ Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/ Consultant/ Representative/ Retainer/ Associate on behalf of the bidder and also remuneration therefor provided in the price, as a separate item, quoted by the bidder to IPGL. Such remuneration/commission will be paid by IPGL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of IPGL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/ Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/Consultant/Representative/Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/Consultant/ Representative/Retainer/Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
- (iv) Permanent Income Tax account number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/ Consultant/Representative/ Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

10.3 Overseas bidder should send their bids directly and not through Agent/Consultant/Representative/Retainer/Associate. Bids made by Agent/ Consultant/ Representative /Retainer/ Associate will not be recognized. Agent/Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to attend bid opening provided such an Agent/Consultant/Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to IPGL in advance for scrutiny and acceptance or otherwise.

11.0 PERIOD OF VALIDITY OF BIDS

11.1 The Bid shall be valid for acceptance for the period as specified in NIT/RFQ and shall not be withdrawn or modified on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

12.0 TELEFAX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

12.1 Telefax / Photocopy bids and bids with scanned signature will not be considered. E-Mail offers may be considered provided such offers are followed by confirmatory copy within 15 days of the date of receipt of offer.

D. SUBMISSION AND OPENING OF BIDS

1.0 SEALING AND MARKING OF BIDS.

1.1 Single Bid System

The original copy of the Bid is to be submitted in a double cover. The inner cover should be sealed and superscribed as "Tender Number and due for opening on.....". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of Purchaser's office, as indicated in Invitation For Bids.

2.0 DEADLINE FOR SUBMISSION OF BIDS.

2.1 The Bid must be received by the Purchaser at the address specified in Invitation for Bids not later than 14:00 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 14:00 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

3.0 OPENING OF BIDS:

3.1 The bid will be opened at on 08.05.2024,15:00 Hrs. (IST) on the date of opening indicated in "Invitation for Bid/Request for Quotation". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at -----

----- hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

In case the bid is received early same may be opened as and when received with due intimation to the bidder so that the bidder or his authorized representative may be present at the time of opening of bid

E. EVALUATION OF BIDS

1.0 CLARIFICATIONS OF BIDS:

1.1 During evaluation of bids, Purchaser may at its discretion ask the Bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

F. AWARD OF CONTRACT

1.0 VARIATION IN QUANTITY

1.1 IPGL is entitled to increase or decrease the quantities against any/all the items of the tender. IPGL can also add any new item or delete any existing items

2.0 NOTIFICATION OF AWARD

2.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by fax/email to be confirmed in writing by registered letter that its bid has been accepted.

2.2 The notification of award (NOA) will constitute the formation of the contract.

3.0 SIGNING OF CONTRACT

3.1 Within 15 days from issue of NOA, IPGL will issue the Purchase order duly signed incorporating the mutually agreed Terms and conditions and Prices which shall constitute the Purchase order.

4.0 CORRESPONDENCE

4.1 All correspondence from Bidders/supplier shall be made to the office of the Purchase Authority from where this tender has emanated.

4.2 All correspondence shall bear reference to bid number/purchase order/contract.

5.0 REPRESENTATION FROM THE BIDDER:

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender **[including seeking the reasons for rejection of their bid(s)]** directly only to the Competent Purchase Authority (CPA) i.e. to _____ (name, designation and address of the CPA in the tender to be mentioned by the concerned Work Center).

6.0 Raising Disputes / Complaints. (Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

Disputes if any, between IPGL and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 (Amended in 2015) or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a panel of two arbitrators, of which one to be appointed by the IPGL and other by the Contractor. The arbitration proceeding shall take place in India or at Singapore, as mutually decided by IPGL and the Contractor. In case of litigation, the same shall be under jurisdiction of Indian Court /Laws.

7.0. Submission of forged documents:

Bidders should note that IPGL may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, IPGL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract.

7.1 The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid, that all the documents/ certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit including banning of the supplier may be initiated by IPGL at its sole discretion.

8.0 Fraud Prevention Policy of IPGL.

8.1 The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the IPGL shall reject a Proposal 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, the IPGL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the IPGL for, inter alia, time, cost and effort of the IPGL, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

8.2 Without prejudice to the rights of the IPGL under Clause 8.1 hereinabove and the rights and remedies which the IPGL may have under the LOA or the Agreement, if a bidder, is found by the IPGL 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the IPGL during a period of 2 (two) years from the date such bidder, is found by the IPGL to have directly 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.

8.3 For the purposes of this Section, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IPGL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IPGL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the IPGL in relation to any matter concerning the Project;

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

- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the IPGL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection 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 Selection Process.

CHECK LIST

- i. The check-list duly filled and signed by the Authorized signatory of the bidder must be returned along with the offer.
- ii. Please tick the box whichever is applicable

SI No	Clause	Confirmation	Remarks
1.	If the Bidder is OEM.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
2.	If the Bidder is not OEM, whether a copy of the valid Back-up Authority Letter along with warranty cover of OEM has been enclosed with the bid	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
3.	Bidder hereby confirms acceptance of all Terms and Conditions of tender document	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
4.	Bidder hereby confirms Delivery Period as per RFQ	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
5.	Bidder hereby confirms acceptance of payment terms as per Tender Document	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
6.	Bidder hereby confirms validity of bid as per tender/RFQ requirement.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
7.	Whether the materials being offered fully conform to the required technical specifications/ Part Nos.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
8.	Whether interchangeability certificate has been enclosed, wherever there is change in part numbers ?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
9.	Whether the offer has been signed by authorized signatory duly indicating full name and designation of the authorized signatory?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
10.	Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
11.	Whether firm prices have been quoted and are as per price schedule	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
12.	Has the bidder submitted International Published Price List / standard price list of OEM and copies of previous purchase orders placed by other customers (other than IPGL)?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	If 'NO' then specify reason
13.	Has bidder submitted their bid in original through courier?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
14.	Whether Integrity Pact(IP) duly signed by the authorized signatory on each page along with the signature of the witnesses	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

	have been attached with the bid (applicable for tenders above Rs 1 crore)		
15.	Has Bidder submitted following undertaking / Declaration signed by authorized signatory?		
	I. Acceptance of terms and conditions. (Appendix-2).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	II. Declaration for No Banning (Appendix-3).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	III. Undertaking for Genuinity of the documents submitted. (Appendix-4).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	IV. Certificate on relatives of directors of IPGL. (Appendix-5).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	V Lowest Price Undertaking (Appendix-6).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VI Bank details etc. (Appendix- 7).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VII Price format duly filled in (Appendix-9)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VII Declaration with regard to Permanent Establishment (Appendix- 10).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VIII Declaration with regard to business connection in India (Appendix- 11).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
IX Form 10-F (Appendix 12)	Yes <input type="checkbox"/> / No <input type="checkbox"/>		

Authorized Signatory of bidder

Place...
Date...

(To be provided on company letterhead in original with signature of authorized signatory)

ACCEPTANCE OF TERMS AND CONDITIONS

Dated:

To,

India Ports Global Ltd.

.....
.....

Dear Sirs,

Tender No:-

Bidders Reference No:-

Dated:-

We have accepted all the terms and conditions of this tender document in toto.

Authorized Signatory of Bidder

(Declaration needs to be provided on company letterhead in original with signature of authorized signatory)

DECLARATION FOR NO BANNING
(Tender No:- _____)

It is declared that neither M/s_____, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by IPGL debarring them from carrying on business dealings with IPGL

Authorized Signatory of Bidder

Place...
Date...

(Undertaking needs to be provided on company letterhead in original with signature of authorized signatory)

UNDERTAKING FOR GENUINITY OF THE DOCUMENTS SUBMITTED

Dated:.....

To,

India Ports Global Ltd.

.....
.....

Dear Sirs,

Tender No:-
Bidders Reference No:-
Dated:-

We hereby give an undertaking that all the certificates / documents /information submitted against this tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit including banning of supplier may be initiated by IPGL at its sole discretion.

Authorized Signatory of Bidder

Place...
Date...

(To be provided on company letterhead in original with signature of authorized signatory)

PROFORMA FOR CERTIFICATE ON RELATIVES OF DIRECTORS OF IPGL

This has reference to our proposed contract regarding..... to be entered into with India Ports Global Ltd. (IPGL).

For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:

- I am not a relative of any Director of IPGL ;
- We are not a firm in which a Director of IPGL or his relative is a partner ;
- I am not a partner in a firm in which a Director of IPGL or his relative is a partner;
- We are not a private company in which a Director of IPGL is a Member or Director;
- We are not a company in which Directors of IPGL hold more than 2 % of the paid-up share capital of our company or vice-versa.

Authorized Signatory of Bidder

Place...
Date...

APPENDIX -6

(To be provided on company letterhead of OEM in original with signature of authorized signatory)

(Tender No:- _____) **LOWEST PRICE UNDERTAKING**

"We hereby certify that the prices being quoted by us (OEM) / our Authorized dealer/distributor against this tender for the specific part numbers are not more than what we charge to other customers for that specific part number".

Authorized Signatory of the OEM

Place...
Date...

BANK DETAILS

1	Name & Complete Address of the Beneficiary as per Bank records	
2	Name & Complete Address of the Bank with Branch details	
3	Bank Account Number	
4	SWIFT Code	
5	e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."	

Place...
Date...

Authorized Signatory of Bidder

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. Date

To,

The
India Ports Globa Ltd.,(India)

Subject :
Tender No. _____ **due on** _____

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Authorized Signatory of Bidder

Copy to: Mr.....for information and for production before the
_____ (MM) _____ at the time of opening of bids.

PRICE BID FORMAT (TO BE FILLED-IN BY BIDDERS)

A). Bid Information: Bidder to furnish information in the space provided

Tender Number	
Bidder's name and address including fax no. & e-mail	
Bidder's Bid number & date	
Validity of bid	
Currency of quote	
Country of origin	
Port of export	
Port of Discharge	
Delivery Period	

B). Rates

Sl. No	IPGL Material Code	Description of items	Part No.	Ex-works Price	Unit	Ex-Works Amount

A	Total Ex-Work Amount duly packed	
B	FOB/ FCA Charges	
C=A + B	Total FOB Value	
D	Sea/ Air Freight	
E=C + D	CFR/CPT Value (3+4)	
F	Insurance Charges	
G = E + F	Total CIF/ CIP Amount	

NOTE:

- IPGL reserves the right to place the order either on Ex-works / FOB / CFR /CIF OR FCA/CPT/ CIP basis.
- Indian Agent Commission (included in quoted FOB price, indicate percentage):
_____%
- Mention Name & address including fax no. & e-mail of Indian Agent (if any)
- Indian Agent Commission shall be paid in non –convertible Indian Currency directly by IPGL.
- The bidder should indicate whether they have quoted LCL or FCL requirement & should mention port of discharges accordingly. For FCL cargo, bidders are advised to consider detention free period of 15 days while quoting CFR / CIF prices. Further in case of order is placed on CFR / CIF basis, the supplier shall be required to obtain detention free period of 15 days and to get the same recorded on the B/L itself at the time of shipment.

**

In case of FCL cargo, Work Centre to mention the requirements as per circular no.55/2009 and 05/2010.

Work center may modifications to price format, if any, as per tender requirement.

Signature of Authorized Signatory
Name of Authorized Signatory
Name of Bidder's Company

APPENDIX- 10

(To be provided on company letterhead in original with signature of authorized signatory)

TENDER NO. _____

DATE _____

Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961):

1	Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by IPGL and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?	
2	Whether by carrying on activities in relation to its engagement by IPGL, the non-resident constitutes an Installation/Construction PE or a Service PE, or a PE in any other manner, in India in terms of the DTAA between India and his country of tax residence?	
3	If the non-resident has PE in India, whether the remittances to be made to him under his engagement by IPGL are attributable to such PE?	
4	If the remittances to be made to the non-resident under his engagement by IPGL are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by IPGL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?	
5	If no part of the remittances to be made to the non-resident under his engagement by IPGL is attributable to a PE which it has in India, what are the reasons for the same?	
6	Non-resident's complete address (not necessarily in India).	
7	If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN? If the non-resident does not have a PAN but has a Tax Identification Number (TIN) allotted in his country of tax residence, what is that TIN?	
8	Country of tax residence of the non-resident supported by a TRC issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.	
9	TRC (wherever applicable) and Form No. 10F shall be submitted by the supplier within 15 days from the date of issue of LOI. In cases where PBG is not applicable, supplier shall be required to submit TRC (wherever applicable) and Form No. 10F within 15 days from the date of issue of detailed order.	
10	Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.	
11	Non-resident's e-mail address.	
12	Non-resident's phone number with International Dialing code.	
13	Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.	

(To be provided on company letterhead in original with signature of authorized signatory)

DECLARATION

TENDER NO. _____
DATE _____

"I, _____ (full name of the authorized signatory) in my capacity as _____ (designation of the authorized signatory) of _____ (full name of the non-resident supplier) do hereby confirm that _____ (full name of non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account.

Signature of Authorized Signatory"

FORM NO. 10F

{See sub-rule (1) of rule 21 AB}

**Information to be provided under sub-section (5) of section 90 or
Sub-section (5) of section 90A of the Income-tax Act, 1961**

I.....*son/daughter of Shriin the capacity of
..... (designation) do provide the following information relevant
to the previous year.....*in my case/in the case of
.....for the purpose of sub-section(5) of *section 90/section90A:-

Sl.No.	Nature of information	:	Details#
(i)	Status (individual, company, firm etc. of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of 90A from the Government of..... (name of country) or specified territory outside India)

Signature.....

Name.....

Address.....

Permanent Account No.....

Verification

I.....do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today theday of.....

.....
Signature of the person providing the information

Place.....

Notes:

- *Delete whichever is not applicable
- # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or subsection (4) of section 90A.

General Terms and Conditions**1.0 DEFINITIONS**

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this ORDER shall have the meaning as defined hereunder.

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by IPGL to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.2 IPGL/PURCHASER

Shall mean INDIA PORTS GLOBAL LTD., India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by IPGL and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 ORDER PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IPGL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IPGL for any of these charges. The prices will remain firm during currency of the ORDER unless specifically agreed to in writing by IPGL.

1.5 DELIVERY PERIOD

Shall mean the date by which shipment / dispatch, as indicated in the ORDER, is effected.

1.6 DESTINATION

Shall mean the location of the consignee for which this ORDER has been issued

1.7 MATERIALS/SPARES

Shall mean and include any equipment, machinery, instruments which SUPPLIER is required to supply to the PURCHASER for/under the ORDER and amendments thereto

1.8 SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services and other such obligations of the SUPPLIER covered under the contract.

1.9 SPECIFICATIONS

Shall mean and include detailed description, part number, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the ORDER.

1.10 INSPECTORS

Shall mean any person or outside Agency nominated by IPGL to inspect equipment, materials and services, if any, in the contract stage wise as well as final before dispatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.11 APPROVAL

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the IPGL or their representative or documents, drawings or other particulars in relation to the ORDER.

1.12 Ex-works/ F.O.B./ FAS/ CFR/ CIF/FCA/CPT/CIP:
Shall mean the terms as explained in INCO Terms

1.13 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER:

Unless otherwise specified to the contrary, the date of Notification of award (NOA) indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Payment terms

2.0 SCOPE OF ORDER

2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

The SPARES shall be manufactured in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of IPGL.

3.0 LEGAL RIGHT TO TRANSFER OWNERSHIP OF MATERIALS:

The SUPPLIER hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to IPGL.

4.0 COUNTRY OF ORIGIN

4.1 All goods and services supplied under the contract shall have their origin as quoted by the Bidder and accepted by the PURCHASER.

4.2 For purpose of this clause, "origin" means the place where the goods are mined or grown or produced. Goods are produced, when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The origin of goods and services is distinct from the nationality of the SUPPLIER.

5.0 ACCEPTANCE OF OFFER

The issue of purchase order / NOA constitutes the Contract between the Parties. The Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety.

6.0 NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or Email or facsimile and confirmed in writing to the party's address.

7.0 MODIFICATION IN ORDER

All modifications leading to changes in the order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when mutually agreed by both parties and accepted in writing by IPGL by issuing amendment to the ORDER.

IPGL shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

8.0 WARRANTIES AND GUARANTEES

8.1 MATERIALS AND WORKMANSHIP

SUPPLIER shall fully warrant that all the Spares/Items supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed

fault, deficiency in design, Materials and Workmanship). In case of supply of finished item/ material, the finished item/ material shall in no case be of a date of manufacture older than one year from the date of its shipment/dispatch.

- 8.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, IPGL shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and/or arrange rectification/ replacement/ modification of the defective equipment at site without any cost to IPGL within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects/defective parts satisfactorily within a reasonable period, then the cost of the said goods as per purchase order would be reimbursed to IPGL within a reasonable time.
- 8.3 In case defects are of such nature that Spares/items shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the Spares / Items at his costs after giving necessary undertaking or security as may be required by IPGL. All risks in transit to and from and all expenses on account of to and from freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.
- 8.4 Spare parts/Items thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.
- 8.5 PERFORMANCE GUARANTEE: SUPPLIER shall guarantee that the "performance of the MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

9.0 **REJECTION**

If IPGL finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or are received in damaged condition (of which matters IPGL will be the sole judge), IPGL shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 days from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to IPGL other rights and remedies to recover from the SUPPLIER any loss which the IPGL may be put to. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, IPGL will be entitled to dispose-of the same on account and at the risk of the SUPPLIER.

10.0 **Extension in Delivery period/ Cancellation**

If the supplier fails to deliver the spares or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, IPGL may,

- (i) Accept delivery of such delayed supplies through an extension in delivery period
- Or
- (ii) Cancel the supply order or a portion thereof by serving prior notice to the supplier.

11.0 **INSPECTION OF MATERIAL**

- 11.1 The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.
- 11.2 Unless otherwise specifically authorized by IPGL in writing, the contractor shall not ship or dispatch for shipment under the contract entered into, any material which has not been properly

inspected/tested, marked, and sealed, and/or analyzed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspectors.

11.3 For false calls for inspection and for the cases where material is rejected on inspection, the SUPPLIER will bear the actual cost of inspection incurred/suffered by IPGL.

11.4 Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.

12.0 SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

12.1 If IPGL finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which IPGL will be the sole judge, IPGL will be entitled to reject materials, cancel the contract.

12.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

13.0 VARIATION IN QUANTITY

IPGL is entitled to increase or decrease the quantities against any/all the items of the tender.

14.0 TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

15.0 INTER-CHANGEABILITY OF PARTS

15.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to the Purchaser before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."

If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a) The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable. Provided further that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

16.0 BREAKAGE/SHORTAGE

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material

shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order¹.

17.0 FORCE MAJEURE

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

The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood directly affecting the performance of the Contract, and Acts and Regulations of respective government of the two parties, namely IPGL and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IPGL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

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

18.0 LANGUAGE/TERMINOLOGY

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/ Bill of Lading/ Airway Bill/Invoice and all documents related to supply order is verbatim in English and not at variance.

19.0 PACKING & MARKING

19.1 The SUPPLIER shall consign/ship the materials in seaworthy/Air worthy packing conforming to the international norms of packing/ prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. Hazardous/dangerous cargo ordered along with other material, against a particular supply order, the hazardous/dangerous cargo should be packed in a separate box to avoid payment of excess freight and delay in clearance. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of CIF contracts from CONTRACTOR's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (a) Supply Order No. and date
- (b) Country of origin.
- (c) Name of SUPPLIER.
- (d) Case number (running number upon total number of boxes).
- (e) Gross and net weight in Kilogram on each box.
- (f) Dimension of packages
- (g) Port of destination Mumbai/Calcutta/ Chennai/Delhi (as the case may be).
- (h) Consignee
- (i) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (j) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

N.B. SUPPLIER should certify that packing is as per international standards to withstand sea/air freighting conditions and many handlings.

19.2 In case of hazardous materials the Supplier will provide material safety data sheets along with quotation and also while dispatching the materials. The CONTRACTOR will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

Packing should be done ultimate consignee-wise.

Each package shall have a detailed packing list in duplicate indicating:

- (i) Supply order number & date.
- (ii) Brief description of consignment.
- (iii) Name of the Port Consignee as well as Ultimate Consignee.
- (iv) Vendor's Name.
- (v) Name of the Purchaser.
- (vi) The packing list should indicate the HSN code of the item, item Description, Standard Unit Quantity Code (SQC) as given in Customs Tariff Heads of Indian Customs besides quantity, total weight of each item and its part number.
- (vii) Tag number for all items contained in the package.

20.3 Another copy of the packing list shall be put in a waterproof envelope and fastened securely to the outside of the package.

20.4 It must be ensured that box-wise, container-wise, consignee-wise and Port-wise packing lists are made and sent to the concerned port consignee along with Port-wise invoice thereof.

20.0 INSURANCE

Immediately after shipment, the SUPPLIER shall inform the Port Consignee through e-mail/fax giving the details of shipment regarding name of vessel, B/L or AWB number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and supply order number and date, ETD & ETA of vessel at ports, for arranging marine Insurance (from supplier warehouse to ultimate store) in time. The SUPPLIER must also simultaneously furnish to Port consignee copies of all the documents pertaining to invoices/shipment in duplicate. The Port Consignee will ensure timely insurance of the consignment against transit risk from the Port of dispatch to the warehouse of the consignee.

21.0 SHORT/DAMAGED/DEFECTIVE/NON-RECEIPT OF MATERIAL

The SUPPLIER is responsible for safe arrival of the material up to destination. Should there be any shortage/breakage/damage of material found, the Port Consignee, within a period of 15 days from the date of clearance of material at the Port, will lodge claim with the underwriters under intimation to the PURCHASER and SUPPLIER. In case the shortage/damage of material is found at ultimate destination, then the ultimate consignee, within a period of 30 days of receipt of material at destination, will lodge claim with the carriers and under-writer under intimation to the PURCHASER, port consignee and SUPPLIER. The PURCHASER in question will also take up the matter with the SUPPLIER to make good the deficiency.

22. SHIPPING INSTRUCTIONS

22.1 The SUPPLIER shall notify the PO placing authority INDENTOR, PORT CONSIGNEE, ULTIMATE CONSIGNEE by email, the Bill of Lading number and date, the name of ship, ship manifest, the date of departure of the ship, the port of loading and destination, brief description of materials, gross/net weight and total number of packages, quantity, value and supply order number and date within 2 days from the departure of the ship from the port of loading. Simultaneously the advance set of non – negotiable shipping documents should also be sent to the port consignee, PO placing authority, Ultimate consignee, and Finance so as to reach before arrival of the vessels for production to customs authorities.

22.2 SHIPPING CLAUSE FOR GENERAL LINER CARGOES IMPORTS FROM ABROAD TO INDIA. A. FOB CONTRACTS

Shipping arrangements will be made by Shipper _____(complete address) through their Forwarding Agents/Nominees _____(name and complete address along with contact numbers to be indicated) to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at least six weeks (or as specified in PO) in advance of the required position, for finalizing the shipping arrangements.

The Bills of Lading should be drawn so as to show

Shippers: Suppliers concerned.

Consignee: India Ports Global Ltd, Mumbai, Under arm of MoPSW, Government of India
Port Consignee : Nhava Sheva, Mumbai

Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the India Ports Global Ltd after the shipment of each is effected.

(Thereafter the usual terms relating to load /discharge rate, demurrage / dispatch, notice to be given etc. (not covered under clause 23.1 above and other conditions, if any, as may be required and agreed to by other contracting party, should be incorporated in the contract)

(B) CIF SHIPMENTS.

Entire Shipping arrangements will be made by Supplier.
The Bill of lading should be drawn to indicate the 'Shipper' and 'Consignee' as under:

SHIPPER : The CIF Suppliers concerned.

Consignee : India Ports Global Ltd, Mumbai Under arm of MoPSW ,The Government of India,
Port Consignee: Nhava Sheva, Mumbai.

(Thereafter the usual terms not covered under clause 30.1 above and other conditions, if any, as may be required and agreed to by other contracting party, should be incorporated in the contract)

If shipment will be made through IPGL's Forwarding Agent M/s..... who will issue Bill of lading which is a negotiable document.

22.3 Part shipment:

Where part shipment is permitted, the SUPPLIER will ensure the raising of invoice only for those items which are actually shipped. Description and number of items of the invoice must tally with the description and number of items shown in the packing list. Extra payment if any, required to be made by IPGL to Indian Customs/Court authorities due to non fulfilment of these requirements will be recovered from the SUPPLIER.

22.4 CONTAINERISATION OF BULK SUPPLY

Container will be used for bulk supply only. In case of Full Container Load (FCL), full capacity utilization must be ensured, otherwise the consignment should be booked in LCLs.

In case of containerized cargo, 14 days detention free period by Shipping company should be obtained and the same got endorsed on the Bill of Lading.

23 SHIPPING DOCUMENTS

23.1 The following documents must be sent along with shipping documents:

- (a) Complete set of clean Bill of Lading (Negotiable)/House Airway Bill (negotiable) made to order and blank endorsed wherever applicable. The Bill of Lading/House Airway Bill will also be endorsed by the shipper freight to pay/freight pre-paid basis as per terms of the order,
- (b) The shipment of the consignment shall be arranged by Contractor, subject to applicable export approval laws of country of origin.
- (c) Invoice to be made ultimate-consignee-wise. Invoice showing HSN code of the item, item description, item Standard Unit Quantity Code (SQC) as given in Customs Tariff Heads of Indian Customs, item unit rate, quantity, and total value to be made item-wise for each ultimate-consignee as per supply order for customs purposes, in triplicate drawn in the name of India Ports Global Limited and duly manually signed by the SUPPLIER/authorized representative. For any inland charges, the SUPPLIER will give a certificate of their correctness for being at actuals. In case spares are supplied free of charge along with main equipment, invoice must indicate the value of spares also item wise, with certificate as under:

"No commercial value, value is being shown for customs purposes only."

- (d) Certificate of test/ inspection from manufacturer and Certificate of warranty from manufacturer.
- (e)Certificate of origin from Chamber of Commerce of the exporting country.
- (f) Packing list package-wise and Ultimate consignee-wise, port-wise and container wise giving package marks and numbers should be stenciled on all the sides of the packages etc., for easy identification at the Port to avoid misplacement and loss of packages.
- (g) Insurance certificate policy giving all details where insurance is required to be arranged by the SUPPLIER. Insurance risks should cover up to 90 days after receipt of materials at the port of entry in India.
- (h) Certificate of recent manufacture: The date of manufacture of the finished product/ item/ equipment/ material supplied is not older than one year from the date of shipment.
- (i) Certified that Supplies both as to quantities and value are in terms of the supply order and we undertake to refund forthwith to IPGL any excess amount claimed outside the terms of the supply order.
- (j)Certified that the material covered by invoice has passed the test and inspection and conforms in every way to the correct specifications as per supply order/contract.
- (k) It is further certified that the invoice and other non-negotiable copies (3 sets) of the documents have been dispatched each to Port Consignee and Ultimate Consignee vide letter No..... date.....
- (l)Certified that packing of the material against this supply order has been done Port and Consignee-wise as indicated in the supply order and concerned invoice has accordingly been prepared separately for material shipped Port Consignee wise. It is further certified that box-wise/container-wise list has been sent to Port Consignees."

- a. All the invoices shall bear the following certificates, the original copy being manually signed by the supplier or his authorized agent:

"The material covered by invoice has passed test and inspection of manufacturer and conforms in every way to the contract specifications and is packed in accordance with contract requirements. The invoice is correct in every particular and no other invoice except proforma invoice has been tendered previously in respect of the articles charged for."

- b. It is the responsibility of the SUPPLIER to ensure that shipping documents are dispatched promptly after shipment otherwise the expenses, if any, incurred on account of late/defective receipt of documents will be to the account of SUPPLIER which will be deducted from his and/or his agent's bill.
- c. **Reference of supply order on Bill of Lading.**
It will be ensured that supply order number and date is indicated on Bill of Lading.
- d. The supplier must ensure incorporation of the address (es) and fax number(s) of the port consignee(s)- IPGL in the Bill of Lading/House Airway Bill itself.

24. **ADVICE TO SHIPPING COMPANY FOR ISSUING DELIVERY ORDER**

It will be ensured that immediately after encashment of LC, the SUPPLIER will authorise the concerned Shipping Co. by e-mail/Fax to issue delivery order of the consignment to IPGL's Port Consignee against an undertaking from IPGL that Bank Released Original Document(s) shall be produced after receipt thereof. A copy of the said e-mail / Fax will simultaneously be sent by SUPPLIER to PURCHASER and port consignee.

Any demurrage incurred due to failure on the part of the SUPPLIER to comply with the above requirement, will be to the account of SUPPLIER.

25.0 NON-INVOLVEMENT OF AGENT/ REPRESENTATIVE/ CONSULTANT / RETAINER/ ASSOCIATE (APPLICABLE WHERE BIDDER HAS INDICATED NON-INVOLVEMENT OF AGENT/ REPRESENTATIVE/ CONSULTANT/ RETAINER/ ASSOCIATE).

"M/s

.....

.....

have not indicated in their bid either involvement of any agent/representative or payment of any remuneration therefor in India or abroad. Therefore, no agent's/representative's commission is payable either in India or abroad against this supply order/contract.

However, in case, it is established at any subsequent point of time that SUPPLIER's/Contractor's above statement is not correct or that any other amount or remuneration either in India or abroad is paid/being paid to anyone (who is not an employee of the SUPPLIER/Contractor) against this supply order/Contract, the SUPPLIER/Contractor is likely to lose further business with IPGL.

26.0 PAYMENT OF GST

In case of import of material, since the responsibility to clear the material from Customs lies with IPGL, the liability for Payment of GST/IGST rests with IPGL.

27.0 CONCESSIONS PERMISSIBLE UNDER STATUTES

The supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of levies like customs duty and GST under GST legislations. IPGL does not take any responsibility towards this. However, wherever required and applicable, IPGL shall provide the necessary documents as required under the notification (s)for the bidders to obtain such concessions

28.0 CUSTOMS DUTY

The supplier/contractor must indicate HSN classification number along with incorporating the technical specifications, in their Invoice against each item supplied against this Supply order/Contract to facilitate customs Authorities to classify each item exactly as per customs tariff and hence to expedite customs clearance of consignment.

Custom clearance for items appearing in the price schedule of this tender document and associated custom duty(if any) shall be responsibility of IPGL. However the contractor will provide all support/documents as required.

29.0 TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order.
100% net FOB/FAS/CIF price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturer's test certificate etc.

29.1 Bank charges towards letter of credit

All Foreign Bank charges towards advising negotiation /cable charges and confirmation of Letter of Credit charges will be borne by the SUPPLIER. All Indian Bank charges will, however, beborne by the IPGL.

29.2 Payment towards Indian Agent Commission (IAC):

Following documents / details should be furnished while claiming payment towards IAC as per terms of Purchase Order:

- a) Invoice of IAC (stamped pre-receipted bill).
- b) Particulars in respect of Indian Agent, as per requirements for making payments through 'Electronic Payment Mechanism', for which the following details are to be provided:

- 1. Name & Complete Address of the Indian Agent.

2. Name & Complete Address of the Bank with Branch details.
 3. Type of Bank account (Current / Savings/Cash Credit).
 4. Bank Account Number (indicate 'Core Bank Account Number', if any).
 5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
 6. Permanent Account Number (PAN) under Income Tax Act;
 7. GST registration number.
- c) Payment advice (if applicable) against which IAC is claimed.
- d) e-mail ID.

29.3 Particulars required from foreign suppliers (non-residents as per Income Tax Act, 1961):

The particulars as per clause C.6 of Annexure-I are invariably required before releasing payments to foreign suppliers, in accordance with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

In addition to the said particulars submitted along with the bid, the SUPPLIER should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the SUPPLIER shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, along with full details.

TRC (wherever applicable) and Form No. 10F (Appendix -12 of Annexure-I) shall be submitted by the supplier within 15 days from the date of issue of NOA. In cases where PBG is not applicable, supplier shall be required to submit TRC (wherever applicable) and Form No. 10F within 15 days from the date of issue of detailed order.

Supplier should note that any delay in submission of information/documents as per clause C.6 of Annexure-I within the specified time may lead to the Income Tax Department directing IPGL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the supplier.

29.4 Payment of the commission/fee/ remuneration of agent/consultant/ representative/retainer/associate of foreign principal.

The Commission/fee/remuneration will be paid within 30 days of satisfactory receipt and clearance of the shipment (s) at consignee(s) port (s). The payment of the commission will be made in non-convertible Indian currency subject to the condition that the agent/ consultant/ representative/ retainer/ associate sends a stamped pre-receipted bill for the commission

The closing currency exchange rate as applicable on the day prior to the price bid/revised price bid (if any) opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, up to three places of decimal, will be taken into consideration for working out the commission of Indian agent/consultant/ representative/ retainer/ associate. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.

30.0 CORPORATE TAXES

30.1 The SUPPLIER shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time.

The SUPPLIER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the CORPORATION for discharging any of its responsibilities under such laws in relation to or arising out of the Supply order.

30.2 Tax shall be deducted at source by IPGL from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

30.3 A non-resident Supplier i.e., a Supplier who is not an Indian tax resident according to the Indian

Income Tax Act, 1961, has the option to obtain on its own either (A) a Certificate u/s. 195(3) of the Income Tax Act, 1961, or (B) a Certificate u/s. 197 of the Income Tax Act, 1961, and furnish the said Certificate u/s. 195(3) or the Certificate u/s.197, as the case may be, to IPGL along with each of its Invoices. In case the non-resident Contractor wishes to exercise this option, it should convey the same in writing to IPGL within 15 days from the date of issue of LOA/NOA and an option so exercised shall be final and cannot be changed during the currency of this Supply Order. In case an option is so exercised, IPGL shall deduct tax at source in accordance with the directions contained in the Certificate u/s. 195(3) or the Certificate u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

If after having exercised the option to obtain and furnish a certificate u/s. 195(3) or a certificate u/s. 197, the non-resident Supplier does not furnish a certificate u/s. 195(3)/197 along with any of its invoices, if any TDS is deductible from sums payable to the non-resident supplier IPGL shall deduct TDS at the maximum marginal income-tax rate applicable to the non-resident Supplier as increased by applicable surcharge and education cess.

- 30.4 In case the non-resident Supplier does not exercise the option in clause 30.3 above, an Order u/s. 195(2) of the Income Tax Act, 1961, for the purpose of deduction of tax at source will be obtained by IPGL from the Indian Income Tax Department, and tax shall be deducted at source by IPGL as directed in the said Order u/s. 195(2).

The Corporation, at its discretion, may obtain a Certificate in Form 15CB from a practicing Chartered Accountant in lieu of obtaining an Order u/s 195(2) from Income Tax Department, and, in such case, TDS shall be regulated as per the said Certificate in Form 15CB

- 30.5 In case the non-resident supplier does not exercise the option in clause 30.3 above, it shall furnish a Tax Residency Certificate within 15 days from the date of issue of LOA/NOA.

- 30.6 TRC (wherever applicable) and Form No. 10F shall be submitted by the supplier within 15 days from the date of issue of LOI. In cases where PBG is not applicable, supplier shall be required to submit TRC (wherever applicable) and Form No. 10F within 15 days from the date of issue of detailed order.

- 30.7 As per the provisions of Section 206AA of Indian Income-tax Act, 1961, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of the Act, is required to furnish its Permanent Account Number (PAN) to the person responsible for deducting tax at source failing which tax is required to be deducted at higher of the normally applicable rate and the rate prescribed by section 206AA which is presently 20%. The provisions of section 206AA are, however, not applicable to a non-resident recipient not having a PAN if the non-resident furnishes prescribed details and documents in lieu of PAN viz., (i) name, email ID, contact no. of the non-resident; (ii) address of the non-resident in the country of tax residence (iii) tax residency certificate of the non-resident; and (iv) Tax Identification Number (TIN) of the non-resident allotted in the country of his tax residence.

Therefore, in case the CONTRACTOR does not furnish its PAN (or a non-resident CONTRACTOR does not furnish its PAN or the aforesaid prescribed information and documents), CORPORATION shall deduct tax at source as provided in the Income-tax Act, 1961, or in the relevant Finance Act, or as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) or as per Certificate obtained in Form 15CB, as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income-tax Act, 1961, from time to time.

- 30.8 For the lapses, if any, on the part of the SUPPLIER and consequential penal action taken by the Income Tax department, the CORPORATION shall not take any responsibility whether financial or otherwise.

“Notes in respect of Tax Residency Certificate”,

(i) The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a notary public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC.

(ii) During the currency of the Contract / Purchase Order, for the income accrued in different financial years, the Contractor/Supplier should submit TRC(s) and Form No. 10F valid for the entire duration of the contract. In case the validity of a TRC and Form No. 10F expires during the currency of the contract, fresh valid TRC(s) and Form No. 10F should be submitted by the supplier/contractor for the remaining part of the currency of the contract.

(iii) In pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC and Form 10F OR the authorized signatory of the non-resident supplier shall furnish following declaration, along with the bid:

"I _____(full name of the authorized signatory) in my capacity as _____(designation of the authorized signatory) of _____(full name of the non-resident supplier) do hereby confirm that _____(full name of the non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account.

Signature"

30.9 As per section 94A of Indian Income-tax Act, 1961, the Central Government may, having regard to the lack of effective exchange of information with any country or territory outside India, specify by notification in the Official Gazette such country or territory as a Notified Jurisdictional Area (NJA) in relation to transactions entered into by an Indian tax resident. One of the consequences of a country or territory being specified as NJA is that TDS from a person located in such country or territory (as defined in section 94A) is required to be deducted at higher of normally applicable rate or rate specified in section 94A of the Income-tax Act, which is presently 30%.

Therefore, if the CONTRACTOR is a person located in a country or territory specified by the Government of India as NJA under section 94A of the Indian Income-tax Act, 1961, the CORPORATION shall deduct tax at source as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2), as the case may be, or at such higher rate as may be required by Section 94A of Indian Income-tax Act, 1961, as applicable.

31.0 APPLICABLE LAW AND JURISDICTION

The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed. i.e... (work center to indicate the location).

Foreign companies, operating in India or entering into Joint ventures in India, Shall have to obey the law of the Land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

32. Arbitration and Conciliation

32.1 Resolution of disputes through conciliation by OEC (Not applicable in cases valuing less than Rs 10 lakhs):

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as "Dispute") under the Contract arises, the party shall give a 60 days written notice ("Dispute Notice") to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavors to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration

/ court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days' Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

- 1) Parties further agree that following matters shall not be referred to conciliation or arbitration:
 - i) Any claim, difference or dispute relating to, connected with or arising out of IPGL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
 - ii) Any claim, difference or dispute relating to, connected with or arising out of IPGL's decision under the provisions of Integrity Pact executed between IPGL and the Bidder / Contractor.

2) Conciliation: (Not applicable in cases valuing less than Rs 10 lakhs)

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

Proposal for OEC

1. Conciliation through OEC will be resorted in cases involving disputed amount upto Rs. 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.

2. Claimant shall give notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned IPGL office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

Constitution of OEC

3. CMD, IPGL will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by IPGL and will normally comprise of three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs 1 crore, CMD will

have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

4. Upon constitution of the OEC, Chief Legal Services, IPGL will issue the appointment letters to OEC members and the parties concerned.

5. The OEC members shall give a declaration of independence and impartiality (as per Appendix 2) to both the parties before the commencement of the OEC proceedings.

Proceedings before OEC

6. The claimant shall submit its statement of claims to OEC members, and to the parties prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix 3).

7. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.

8. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC

9. OEC will commence its meetings only after completion of the pleadings.

10. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.

11. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of IPGL who have handled the matter in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

12. Solicitation or any attempt to bring influence of any kind on either OEC Members or IPGL is completely prohibited in conciliation proceedings and IPGL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

13. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

14. OEC will give full opportunity of hearing to the parties before giving its recommendations.

15. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement CMD, IPGL may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.

16. OEC members will be paid fees and provided facilities (as detailed under point 27 of this clause) hereinafter, subject to revision by IPGL from time to time and subject to Government guidelines on austerity measures, if any.

17. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Delhi or Mumbai whichever is most economical from the point of view of travel and stay etc.

18. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

19. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.

Actions after OEC Recommendations

20. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

21. The contractor shall give its response to IPGL within 7 days receiving OEC Recommendation.

22. If the Recommendations are acceptable to the contractor partly or fully, IPGL will consider and take a decision on OEC recommendations. Key executive shall communicate the decision of IPGL to the contractor, If decision of IPGL is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the OEC Members.

23. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings, However, it does not mean that any action beyond the timelines will

be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

24. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any Forum / arbitration / court proceeding, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute
- b. admissions made by the other party in the course of the OEC proceedings;
- c. proposals made by the OEC;
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

25. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by IPGL to Govt, of India or its authorities, if required.

26. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

27. Fees and facility to the OEC Members

1. OEC members shall be entitled for the following fees and facilities (All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings):

Sl. No.	Fees/ Facility	Entitlement	To be paid by
i.	Fees	Rs. 20,000 per meeting subject to maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations.	Contractor
ii	Fee for attending meeting to authenticate the settlement agreement	Rs. 10,000	Contractor
iii	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	Contractor
iv	Venue for meeting	IPGL conference rooms/Hotels	IPGL
Facilities to be provided to the out -stationed member			
v	Travel from the city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
vi	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs. 3,000	Contractor

vii	Stay for out stationed members	5 Star Hotel	IPGL
viii	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day	Contractor

32.2 ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in cases valuing less than Rs 5 lakhs)

1. There shall be no arbitration for disputes involving claims up to Rupees 25 lakhs and more than Rs. 100 crores. Disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. Arbitration can be invoked by giving Invocation Notice only after expiry of the 60 days' period as per Dispute Notice stipulated in the para above.
3. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("Invocation Notice"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also.

The closing currency exchange rate as applicable on the day prior to the date of notice, as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal should be adopted for conversion of foreign currency in Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.

4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, IPGL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by IPGL. In case IPGL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.
5. For a dispute involving claims above Rs.5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above.

The other Party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator, within 30 days, who shall be the Presiding Arbitrator.

The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.

9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
In case of sole arbitrator, IPGL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the arbitration shall be the place from where the LOA / NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.
12. Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.
13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

33.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF IPGL

Firms/companies who have or had business relations with IPGL are advised not to employ serving IPGL employees without prior permission. It is also advised not to employ ex-personnel of IPGL within the initial two years period after their retirement/resignation/severance from the service without specific permission of IPGL. The IPGL may decide not to deal with such firm(s) who fail to comply with the above advice.

34.0 REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

35.0 EXPORT / RE-EXPORT CONTROL RESTRICTIONS IMPOSED BY PARENT COUNTRY

In case there are certain export / re-export control restrictions imposed by parent country of the bidder(s) w.r.t the goods offered by them to IPGL regarding their end use or the end user or regarding their usage in certain other countries, then the bidder can intimate about same while quoting in the IPGL tender(s). Such intimation by the bidder about goods being covered under export control regulations will not lead to rejection of the offer(s) in IPGL tenders. Further, in case of placement of supply order on such bidder(s), it should be stipulated therein that the goods being purchased against this order would be used by IPGL for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these goods is required to be changed or if these goods are to be taken for use in countries outside India, then IPGL would request the supplier to obtain consent from the concerned authority in their country.

36.0 LIABILITY UNDER THE CONTRACT

The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party be liable to the other whether in contract, tort or otherwise for any consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs or environmental pollution damage whatsoever arising.

37.0 INTEGRITY PACT (APPLICABLE FOR CASES ABOVE RS 1 CRORES)

The Integrity pact, duly signed by the authorized official of IPGL and the Contractor, will form part of this contract / supply order.

38.0 PUTTING SUPPLIER ON HOLIDAY DUE TO CANCELLATION OF PURCHASE ORDER.

In case of cancellation of the purchase order(s) on account of non-execution of the order or failure to honor the commitments under 'Warranty & Guarantee' requirements following actions shall be taken against the Supplier:

i. IPGL shall conduct an inquiry against the Supplier and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Supplier, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Supplier by IPGL against any type of tender nor their offer will be considered by IPGL against any ongoing tender(s) where contract between IPGL and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by IPGL for putting that Supplier on holiday shall not have any effect on other ongoing PO(s), if any with that Supplier which shall continue till expiry of their term(s).

ii. Pending completion of the enquiry process for putting the Supplier on holiday, IPGL shall neither issue any tender enquiry to the defaulting Supplier nor shall consider their offer in any ongoing tender.

39.0 Submission of forged documents:

Bidders should note that IPGL may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions,

IPGL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

40.0 Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)

(Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in IPGL or with concerned Director of IPGL or directly with the IEM c/o Chief Vigilance Officer, IPGL, 4th Floor, Nirman Bhavan, M.P.Road, Mazgaon, Mumbai -400010.

However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

Draft LC Format

31D	Date of Expiry	DELIVERY PERIOD AND ADDITIONAL _____ DAYS FOR NEGOTIATION OF LC	
	Place of Expiry		
51A	Applicant Bank	BANK DETAIL of IPGL'S WORK CENTRE PLACING THE PURCHASE ORDER	
50	Applicant	INDIA PORTS GLOBAL LTD _____(ADDRESS OF THE WORK CENTRE PLACING THE PURCHASE ORDER)_____	
59	Beneficiary	M/s -----	
32B	Currency Code	AS PER THE PURCHASE ORDER (... ..)	
	Amount	AS PER THE PURCHASE ORDER (... ..)	
41A	Available with (Bank Name, if any)	BENEFICIARY BANK DETAILS, ACCOUNT NO., SWIFT CODE ETC .	
	Available By		
42 A	Drawee	(IPGL WORK CENTRE BANK)_____, INDIA	
43P	Partial Shipments and Part Payments	Not Allowed/ Allowed (Depending upon PO conditions), No of lots may be specified if allowed	
43T	Transhipment	Not Allowed	
44 E	Port of Loading/ Airport of Departure		
	TERMS OF DELIVERY		
44 F	Port of Discharge/Airport of Destination	AS MENTIONED IN THE PURCHASE ORDER	
44 C	Latest Date of Loading on board/dispatch/taking in charge	AS PER PURCHASE ORDER	
45 A	Description of Goods	SUPPLY OF SPARES FOR _____ FROM M/s _____, AGAINST PO: _____ DATED: _____	
		Following Documents should be sent by negotiating bank directly to (IPGL Bank Name & Address), INDIA by REPUTED COURIER.	
46A	Documents Required	A	Signed Invoice in duplicate, showing item wise value as per PO, drawn in the name of IPGL giving details of goods shipped (i.e. material code, part nos., description, quantity, rate) and their respective values, strictly in accordance with the PO/CONTRACT No _____ Dated _____ in the name of IPGL Ltd., Each invoice shall mention the PO No /date and L/C no and date and shall bear the following

		<p>certificate/ details, the original copy being manually signed by the supplier or his authorized representative</p> <p>i. The material covered by Invoice has passed test & inspection and confirms in every way to the purchase order specifications.</p> <p>ii Supplies of both quantities & value are in terms of the purchase order and we undertake to refund forthwith to IPGL any excess payment claimed outside the terms of the purchase order.</p> <p>iii. The invoice has been submitted indicating item wise value and description maintaining the serial no. of purchase order.</p>
		<p>iv. The supplier must indicate HSN classification no. in the invoice against each item supplied</p> <p>v. GSTIN registration number of IPGL ----- ---</p> <p>vi. Place of Supply as IPGL -----</p>
		<p>B Packing List: Packing List must be Package Wise and Port Wise and Container Wise giving Package marks and numbers. It should be stenciled on all the sides of the packages etc for easy identification at the port to avoid misplacement and loss of packages.</p>
		<p>House Bill of Lading should be drawn to indicate as under:</p> <p>a) Shipper: b) Ultimate consignee: I/C Receipt, -----, IPGL -----India.Tel No:-----, Fax: -----</p> <p>C c) Port Consignee: Officer-in-charge, India Ports Global Ltd., IPGL</p> <p>d) Bill of Lading should also indicate the name and address of the importer, port consignee as well as ___Bank, (Name and Address of the bank of IPGL), as notify parties.</p> <p>e) Material description: ----- --.</p> <p>f) The supplier must ensure incorporation of the address & Fax numbers of the port Consignee-T&S IPGL_____in Bill of Lading/Airway Bill itself.</p>
		<p>D Certificate of Warranty and guarantee from _____</p>
		<p>E Certificate of Test and inspection from-----</p>
		<p>F Certificate of origin from Chamber of Commerce of _____ (please specify country/territory)</p>
		<p>G Certificate of recent manufacture: The date of _____</p>

			manufacture of the finished product/ item/ equipment/ material supplied is not older than one year from the date of shipment.
		H	Certificate that one copy of invoice and packing list has been pouched outside the packing boxes in case of packages.
		I	Certificate that the invoice and other non-negotiable copies of the documents have been dispatched each to order placing authority, port consignee and ultimate consignee vide letter no...dated.... OR E-mail dated --.
47A	Additional Documents/ Conditions, if any	1	Immediately after dispatch, The following details should be faxed/emailed: Name of Vessel ,/Flight No. and date, Bill of Lading /AWB/HAWB. no. and date, L/C No and date Invoice no., date and value, no. of packages/cases with dimension, gross/net weight, date of departure, date of arrival At _____port, name of shipper, Purchase order no and date.
		2	All discrepant documents, irrespective of the nature of discrepancy should be accepted strictly on approval basis by the negotiating bank so that the payment can be made only after prior approval of the importer.
		3	The supplier should comply all the terms and conditions of purchase order no.-_____. All expenditure/penalty including demurrage incurred due to late submission or submission of discrepant/ deficient/ defective documents by Supplier, shall be to Supplier's account and same will be recoverable from the payment to Supplier.
71 B	Charges (If not specified, on a/c of Applicant)		ALL FOREIGN BANK CHARGES TOWARDS ADVISING/NEGOTIATION, CABLE CHARGES AND CONFIRMATION WILL BE BORNE BY FOREIGN SUPPLIER. LC amendment charges, due to beneficiary's fault, to be recovered from the proceeds of the bill prior to effecting remittance to the beneficiary under LC at the time of negotiation of documents.
48	Period for Presentation for payment, acceptance or negotiation (if not specified, 21 days by default)		WITHIN_ DAYS FROM THE DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF LETTER OF CREDIT
78	Instructions to the Negotiating/Accepting/ Paying Bank (including indication regarding pre-notification of a reimbursement claim or pre-debit notification to the issuing bank)		1. DOCUMENTS TO BE FORWARDED BY COURIER TO _____ BANK, _____ (Address of bank), INDIA. 2. DISCREPANT DOCUMENT TO BE REFERED TO IMPORTER FOR CLEARANCE BEFORE PAYMENT. 3. EXCEPT AS OTHERWISE EXPRESSED THIS CREDIT IS SUBJECT TO THE UCPDC (2007 REVISION) ICC PUBLICATION 600
57a	'Advise Through' Bank – (if		

	different from Receiver through which the DC is to be advised/confirmed)	
72	Sender to receiver additional Information	

Declaration of independence and impartiality by OEC Member

To,

1. IPGL

2. Contractor

Subject: Declaration of independence and impartiality by OEC Member in the dispute between IPGL.....And.....under Contract No.....

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and am available to act as Member of the Expert Committee.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by IPGL are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Phone:

Email:

Date:

STATEMENT OF CLAIM(S)/COUNTER CLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI no	Description of claim(s)/Counter Claim	Amount (in USD/INR)	Relevant contract Clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Statement of Claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims. The statement of claims is to be submitted to all OEC members, to other party and to the office of Chief Legal Services, by post as well as mail.

ANNEXURE III

Recommended spares requirement for IPGL Mobile Harbour Cranes.

A) Spare Parts for 2 units 140 T – IMHC 3160 – C 1611-12				
Sr No.	IPGL code	Description	OEM Code	Qty
1	IPMH0001	Hydraulic motor	3H00000086	1
2	IPMH0002	Slewing pump	3H01000015	1
3	IPMH0003	Set of lamellar disc brake		4
4	IPMH0004	Hoisting motor	3H00000164	1
5	IPMH0005	Hoisting motor	3H00000165	1
6	IPMH0006	Hoisting pump	3H01000076	1
7	IPMH0007	Set of lamellar disc brake		4
8	IPMM0001	Right crossed wire rope	3M50000374	2
9	IPMM0002	Left crossed wire rope	3M50000375	2
10	IPMH0008	Air/oil heat exchanger	3H61000132	1
11	IPMH0009	Air/oil heat exchanger	3H61000134	1
12	IPMH0010	Air/oil double heat exchanger	3H61000133	1
13	IPMM0003	Elastic joint	3M31000212	2
14	IPMM0004	Diesel fuel pump	3E07000002	1
15	IPMM0005	Anti-vibrating kit for diesel motor	3M44000001	8
16	IPMH0011	Traveling hydraulic motor	3H00000186	1
17	IPMH0012	Hydraulic cylinder for steering	DIGNC030A	2
18	IPMH0013	Pump for boom luffing	3H01000014	1
19	IPMH0014	Pump for boom luffing	3H01000268	1
20	IPMH0015	Safety valves for outriggers	3H11000409	1
21	IPMH0016	Supercharging pressure switch	3H70000068	2
22	IPMH0017	Boom control pressure switch	3H71000005	1
23	IPMH0018	Pressure transducer	3H71000005	2
24	IPMH0019	Pressure sensor	3H71000024	1
25	IPMH0020	Gauge	3H82000034	1
26	IPMH0021	Gauge	3H82000021	1
27	IPMH0022	Gauge	3H82000035	1
28	IPME0001	Limit switch for main winch	3E23000344	2
29	IPME0002	LED lamp	3E05000153	4
30	IPME0003	Warning light 24 Vdc	3E35000048	2
31	IPME0004	Proximity d.30 24Vdc	3E23000309	4
32	IPME0005	Wind detector	3E44000023	2

33	IPME0006	Cable for wind detector	3E44000025	2
34	IPME0007	Cable for roller cable	3E64000676	152 mt
35	IPME0008	Central master unit- CPU	3E25000128	1
36	IPME0009	Interface module	3E25000170	1
37	IPME0010	Emergency module – F-DI	3E25000098	1
38	IPME0011	Emergency module – F-DQ	3E25000099	1
39	IPME0012	Digital input module – 16DI	3E25000131	1
40	IPME0013	Analogic input module - AI	3E25000132	1
41	IPME0014	Digital output module – 16DQ	3E25000133	1
42	IPME0015	Digital output module – 4DQ	3E25000134	1
43	IPME0016	PWM output module	3E25000105	1
44	IPME0017	Encoder for slewing	3E48000043	2
45	IPME0018	Encoder for winch	3E48000043	2
46	IPMM0006	Gear Coupling Pump/Coupler	3M28000102	1
47	IPME0019	Load cell with cable	3E42000139	1
48	IPME0020	Angle indicator	3E43000033	1
49	IPME0021	Angle indicator	3E43000034	1
50	IPMM0007	Slew Gear box	3M22000141	1
51	IPMM0008	Winch Brake	3M21000634	1
TOTAL				81.00

B) Spare Parts for 4 units 100 T – IMHC 2120 - C 1622-23-24-25

Sr no	IPGL Code	Description	OEM Code	Qty
1	IPMH0023	Hydraulic motor	3H00000010	1
2	IPMH0024	Set of lamellar disc brake		8
3	IPMH0025	Set of lamellar disc brake		8
4	IPMM0009	Right crossed wire rope	3M50000350	2
5	IPMM0010	Left crossed wire rope	3M50000351	2
6	IPMH0023	Air/oil heat exchanger	3H61000109	1
7	IPMH0024	Air/oil heat exchanger	3H61000112	1
8	IPMH0025	Air/oil double heat exchanger	3H61000110	1
9	IPMM0011	Diesel fuel pump	3E07000002	1
10	IPMH0025	Traveling hydraulic motor	3H00000112	1
11	IPMH0026	Hydraulic cylinder for steering	DIMIGE2120000 1300A	1
12	IPMH0027	Pump for boom luffing	3H01000041	1
13	IPMH0028	Safety valves for outriggers	3H11000409	1
14	IPME0022	Warning light 24 VDC	3E35000048	2
15	IPME0023	Proximity d.30 24VDC	3E23000309	2
16	IPME0024	Load cell with cable	3E42000141	1

17	IPME0025	Central master unit	3E25000128	1
18	IPME0026	Encoder for rotation	3E48000043	1
19	IPMM0012	Gear Coupling pump/Coupler	3M28000097	1
20	IPMM0013	Winch Brake	3M21000490	1
TOTAL				38
C)Spares required for Spreader				
Sr no	IPGL Code	Description	OEM Code	Qty
1	IPSPH0001	Filter unit(for 23341)		4
2	IPSPH0002	Y64794,0000,3 Cylinder	490135	1
3	IPSPM0001	Side Flipper	410091	2
4	IPSPE0001	Sensor M18x1		6
5	IPSPE0002	Sensor M30x1.5		6
6	IPSPE0003	Cable M12 knee+streight 3 x 34.2 m LED		4
7	IPSPM0002	Ring gear	500831	2
8	IPSPH0003	Variable Displacement Pump	500843	1
TOTAL				26

INTEGRITY PACT**INTRODUCTION:**

India Ports Global Ltd as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between..... the and India Ports Global Ltd its Counterparties (Bidders, O&M Operators, Vendors, Suppliers, Service Providers/ O&M Operators etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with India Ports Global Ltd as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, O&M Operator, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with India Ports Global Ltd Limited.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass India Ports Global Ltd Limited confidential information to any third party unless specifically authorized by India Ports Global Ltd in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
- i) If it received any demand, directly or indirectly, for a bribe/ favor or any illegal gratification/ payment / benefit;
- ii) If it comes to know of any unethical or illegal payment / benefit;
- iii) If it makes any payment to any India Ports Global Ltd associate.
- f) The Counterparty shall not make any false or misleading allegations against India Ports Global Ltd or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the India Ports Global Ltd business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, India Ports Global Ltd shall be entitled to terminate the Contract. Further, India Ports Global Ltd would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against India Ports Global Ltd or its associates, India Ports Global Ltd reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary coast for the same.

ANNEXURE II
INTEGRITY PACT

(To be executed on plain paper)

Between India Ports Global Ltd Limited, (here-in-after referred to as “Principal”).

AND

(Here-in-after referred to as “The Bidder/ O&M Operator”).

(Principal and the Bidder / O&M Operator are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and O&M Operator/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor(s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard: -
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) In case, any misconduct on the part of any official (s) is reported by the bidder to the principal with full and verifiable facts and the same is prima facie found to be correct by the principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the principal and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the principal the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/O&M Operator

1. The Bidder / O&M Operator commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
 - i) The Bidder / O&M Operator undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / O&M Operator undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / O&M Operator undertakes not to commit any offence under the relevant Anti- corruption Laws of India. Further, the Bidder / O&M Operator will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.
 - iv) The Bidder/ O&M Operator will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - v) The bidder (s)/ O&M Operator (s) of foreign origin shall disclose the name and address of the Agents/ representatives

in India, if any. Similarly, the bidder (s)/ O&M Operator (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- vi) The bidder (s) / O&M Operator(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder/ O&M Operator shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3. The Bidder/O&M Operator commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/O&M Operator 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 Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ O&M Operator will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ O&M Operator will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

1. If it is found that the Bidder / O&M Operator or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / O&M Operator from the tender including banning such Bidder / O&M Operator from entering into any IPGL "s future contract/ tender processes **for a period specified in IPGL 's "Procedure for action in case Corrupt/Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of IPGL 's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per IPGL "s policy and the decision of the Principal in this regard will be final and binding on the Bidder/ O&M Operator.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ O&M Operator to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ O&M Operator violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

5. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit/ bid security money. In addition to this, such Bidder/O&M Operator shall also be banned from the future business with Principal with consequential actions as per provisions of IPGL "s "Procedure for action in case Corrupt /Fraudulent/collusive/coercive practices"

Section 5 – Previous transgression

6. The Bidder / O&M Operator undertakes to demand from all its sub-O&M Operators, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract. In case of Sub-Contracting, the Principal O&M Operator shall take the responsibility of the adoption of Integrity Pact by the Sub-O&M Operator.

7. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, O&M Operators and Sub O&M Operators.
8. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / O&M operators / Sub-O&M Operators

If the Principal obtains knowledge of conduct of a Bidder, O&M Operator or Sub O&M Operator, or of an employee or a representative or an associate of a Bidder, O&M Operator or Sub O&M Operator which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
9. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
2. The Bidder/ O&M Operator accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the O&M Operator. The O&M Operator will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-O&M Operators. The Monitor is under contractual obligation to treat the information and documents of the Bidder / O&M Operator / Sub-O&M Operator with confidentiality.
3. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the O&M Operator. The parties offer to the Monitor the option to participate in such meetings.
4. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / O&M Operator to present its case before making its recommendations to the Principal.
5. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 10 days as far as possible from the date of reference or intimation to him by the „Principal“ and should the occasion arise, submit proposals for taking corrective measures.
6. Remuneration payable to Monitor (s) shall be borne by Principal.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word „Monitor“ would include both singular and plural.
9. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
10. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the IPGL.
11. The monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself / herself from that case.

12. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition on bias towards some bidder.
13. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the O&M Operator 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscellaneous provisions

14. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
15. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
16. If the O&M Operator / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
17. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
18. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

 - (Name & Designation) For the
 Principal

 (Name & Designation)
 For the bidder/O&M Operator

Place -----

Witness 1: -----

Date -----

Witness 2: -----

End