

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	31-10-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	31-10-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Ports, Shipping And Waterways
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	The Shipping Corporation Of India Limited
कार्यालय का नाम / Office Name	The Shipping Corporation Of India Ltd.
वस्तु श्रेणी / Item Category	Custom Bid for Services - GeM Tender for for Appointment of CA Firm for auditing Statement of Accounts (SOA) of managed vessels on contract basis for Financial Year 2025 26 and 2026 27
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Financial Audit Services
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	<p>Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC)</p> <p>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</p>

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	32

(a) ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

FINANCE

The Shipping Corporation Of India Ltd., NA, The Shipping Corporation of India Limited, Ministry of Ports, Shipping and Waterways

(The Shipping Corporation Of India Ltd)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :PRICE OFFER PART II - [1760081335.xlsx](#)**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required****Scope of Work:**[1760081105.pdf](#)**Payment Terms:**[1760081114.pdf](#)

GEM Availability Report (GAR):[1760081120.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1760081141.pdf](#)

Custom Bid For Services - GeM Tender For Appointment Of CA Firm For Auditing Statement Of Accounts (SOA) Of Managed Vessels On Contract Basis For Financial Year 2025 26 And 2026 27 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	GeM Tender for for Appointment of CA Firm for auditing Statement of Accounts (SOA) of managed vessels on contract basis for Financial Year 2025 26 and 2026 27
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Deepak Singh	400021,Shipping House 245, Madam Cama Road Opposite Mantralaya	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



The Shipping Corporation of India Ltd.
Purchase and Services Department

TENDER REF. NO.:	GEM/2025/B/6772296
TENDER TITLE:	GeM Tender for for Appointment of CA Firm for auditing Statement of Accounts (SOA) of managed vessels on contract basis for Financial Year 2025-26 & 2026-27.
GEM BID NO. :	GEM/2025/B/6772296
DUE DATE & TIME	<u>31 /10/2025 17:00 HRS (IST)</u>
TENDER FEE	Rs. 500 + 18% GST i.e. Rs. 90 = Rs. 590/- (Rupees Five hundred ninety only)
EARNEST MONEY DEPOSIT (EMD)	Rs. 10000/- (Indian Rupees Ten Thousand Only/-)

TABLE OF CONTENTS	PAGE
GENERAL INFORMATION & TENDER FEE	2 - 5
ELIGIBILITY CRITERIA	6
GENERAL TERMS AND CONDITIONS	7 - 8
DUTIES AND RESPONSIBILITIES	8
SCOPE OF WORK (PROCEDURE)	9 - 11
DISQUALIFICATION	11
BANNING GUIDELINES	13
BID SECURITY (EMD MONEY)	18
SECURITY DEPOSIT	20
ANNEXURE I	22
ANNEXURE II	26 - 31
ANNEXURE III	32
ANNEXURE IV	33
ANNEXURE V	34
ANNEXURE VI	36

IMPORTANT NOTES

- 1. Technical Offer Documents should be scanned and uploaded in GeM portal**
- 2. Please ensure that the Price Offer (Part-II) should NOT be printed and uploaded with the Technical Offer.**
- 3. Size of documents being uploaded should not be greater than 10 MB**
- 4. “LUMPSUM OFFER PRICE” quoted by the tenderer on GeM portal should match with “Total value of item-wise Price Breakup with GST”.**

PART – I

SECTION I

GeM TENDER FOR APPOINTMENT OF CA FIRM FOR AUDITING STATEMENT OF ACCOUNTS (SOA) OF MANAGED VESSELS ON CONTRACT BASIS FOR FINANCIAL YEAR 2025-26 & 2026-27

GENERAL INFORMATION

1. GeM Tenders are invited by The Shipping Corporation of India Ltd. (SCI) for “Appointment of CA firm with its office in limits of Mumbai Metropolitan Region on contract basis for certification of Statement of Accounts for vessels managed by SCI for vessel owners viz Oil and Natural Gas Corporation Ltd (ONGC), Andaman & Nicobar Administration (A & N), National Institute of Ocean Technology (NIOT), Ministry of Earth Sciences (MOES) and Geological Survey of India (GSI)”
2. **TENDER FEES**
 - Tender fees in the form of electronic remittance of **INR 500 + 18% GST INR 90 = INR 590/-** (Rupees Five Hundred Ninety only) to the Corporation’s Bank Account (details mentioned) should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.
 - The tender is available on GeM portal (**BID Id GEM/2025/B/6772296**) for bidders to participate. Bidders should have GeM sellers ID in order to participate in GeM tenders. Bidders who do not have GeM seller ID are required to register themselves on <https://gem.gov.in>. As per the GeM guidelines, the bidder can upload their response against the GeM tender in GeM portal only.
 - The Technical Offer & Price Offer uploaded (submitted) on the GeM portal by tenderers are protected and cannot be viewed & downloaded by any of the SCI’s employees. The dealing officer can view/download the same (Technical Offer & Price Offer of technically qualified parties) only after opening of Technical & Price Offers respectively by Tender Processing Committee (TPC), which can be witnessed by the participating tenderers. All the bidders who participate and upload their response in GeM will receive intimation about addendum, corrigendum and Technical/Price opening of tender and various other communications about the tender through GeM on their registered email id.
 - Detailed Tender Notice is also available on SCI website www.shipindia.com. The interested parties are required to get registered in the GeM portal for accessing and submission of tender on GeM portal.
 - **Micro and Small Enterprises (MSEs) registered with anybody specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.**
 - Tenderer’s quotations should strictly be in line with Rates Clause and as per format of Price Offer.
3. **DUE DATE:** Tenderer to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 31/10/2025**. Tenderer to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per GeM portal time and upload of responses will not be possible in case deadline ceases.
 - Only online GeM Tenders submitted on GeM portal will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted.

4. **BROAD INSTRUCTIONS FOR FILLING THE TENDER**

Steps to participate in the subject tender on GeM Portal:

- Click on Bids →List of Bids
- Click on Service bids/RAs
- Select/ Enter →BID/RA Number
- Click on Participate
- Bidder will be able to download the required tender documents by clicking PARTICIPATE button for any number of times till last date of submission.
- Prospective bidder has to upload the required documents as per tender and fill the offer price of each item

The Tender response/ bids for subject tender (**GEM/2025/B/6772296**) has to be uploaded in two parts:

- (i) **Part I (Technical Offer)** is available in Technical RFx > Folder > Public > Technical Docs. and includes –

GENERAL INFORMATION & TENDER FEE
ELIGIBILITY CRITERIA
GENERAL TERMS AND CONDITIONS
DUTIES AND RESPONSIBILITIES
SCOPE OF WORK (PROCEDURE)
DISQUALIFICATION
BANNING GUIDELINES
BID SECURITY (EMD MONEY)
SECURITY DEPOSIT
ANNEXURE I
ANNEXURE II
ANNEXURE III
ANNEXURE IV
ANNEXURE V
ANNEXURE VI

- (ii) **Part II A (Price Offer) - FORMAT FOR PRICE BREAKUP** for submission of Lump sum offering break up.

5. All pages of Part I including all supporting documents / attachments should be serially numbered and total number of pages should be written in the covering letter.
6. Tenderers are required to download “Technical Offer” and the “Price Offer” consisting of Part II and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each pages and then scan the file.
7. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.
8. The Lump sum rate offerings **for 2 years value including GST** are required to be filled in “Offer Price” tab available in GeM. Bidders are also required to fill & upload the Break up for Lump sum rate quoted as per the Format provided by the Corporation at Part II – “Format for Price Breakup”. The filled Price break-up sheet should be duly signed & stamped.

Please ensure that the Part-II - Format for Price Breakup is not uploaded in Technical Offer of the tender in GeM.

9. Once the technical offer is filled in, stamped and signed, documents pertaining to the tender are scanned and kept ready for upload and quotations are filled in Price offer files, the vendor may upload the above files and attachments in the requisite places. Kindly note to keep your complete tender documents and attachments ready for upload along with login id and password. All the documents and attachments will need to be digitally signed while uploading. It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.
10. Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each page and scanned for upload, may then be uploaded at respective Technical Bid Tab in GeM portal as mentioned above by **due date 31/10/2025 (1700 Hrs.)**.
11. Tender documents downloaded from <https://gem.gov.in>, shall be downloaded and submitted in to and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderer and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation
12. **Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid**

13. ASSESSMENT OF TENDER

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

- 13.1 Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of “Integrity pact” by the tenderer.
- 13.2 Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.
- 13.3 The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

14.0 Designation and contact details of persons for this tender are:

Mrs. Harshala Satish Gandhi (SM CRC ACCOUNTS),
The Shipping Corporation of India Ltd.,
“Shipping House”, 15th Floor, Liner & CRC Accounts,
245, Madame Cama Road, Mumbai – 400 021, INDIA.
Contact Numbers: 022-22772508

PART – I

SECTION – II

**GeM TENDER FOR APPOINTMENT OF CA FIRM FOR AUDITING STATEMENT OF ACCOUNTS
(SOA) OF MANAGED VESSELS ON CONTRACT BASIS FOR FINANCIAL YEAR 2025-26 &
2026-27**

ESSENTIAL CONDITION –ELIGIBILITY CRITERIA

- (1.0) The parties must fulfil following mandatory eligibility qualification criteria to become eligible for participating in the subject tender.
- (2.0) Tenderer must be Chartered Accountant firm registered with ICAI. Audit firms should have at least 3 years out of last 5 years of work experience.
- (3.0) Work experience means Audit firms should be in business for last five years. [Please substantiate your experience details from the CA Institute website showing the date of Incorporation of the CA Firm.]
- (4.0) The Offers are invited from CA firms having its office within limits of Mumbai Metropolitan Region.
- (5.0) **ANNUAL TURNOVER CLAUSE**

The Tenderer should have minimum turnover of Rs. 45,000 and a positive net worth during last financial year i.e. FY 2024-25 (Copy of Audited Balance sheet to be enclosed).

(6.0) **Positive Net worth Clause:**

Net Worth of the tenderer company /firm as on 31st March of 2024-2025 (as on 31.03.2025) financial year should be positive.

(7.0) **REGISTERED OFFICE**

CA Firm should have registered office in MUMBAI only.

IMPORTANT:

- a) It is mandatory to furnish relevant proofs, documents, certificates etc. for the eligibility criteria mentioned above.
- b) Eligibility criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.
- c) In case the tenderer belongs to Group of Companies then the proof of experience/relevant clauses of the tender document should be in the name of the 'tendering company' only. Documents titling/showing combines or generic company name shall not be accepted.

PART – I

SECTION – III

**GeM TENDER FOR APPOINTMENT OF CA FIRM FOR AUDITING STATEMENT OF ACCOUNTS
(SOA) OF MANAGED VESSELS ON CONTRACT BASIS FOR FINANCIAL YEAR 2025-26 &
2026-27**

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS: -

- A.1 The terms “**Corporation**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”
- A.2 The term “**Tenderer**” shall mean and include the person, firm or a body Corporate which is submitting it’s tender.
- A.3 The term “**Contractor**” shall mean and include the person, firm or a body Corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case, may be.

1.0 The GeM tender should be uploaded before submission date mentioned in the portal, i.e. not later than 1700 hours (IST) on 31/10/2025

Detailed Tender Notice is also available on SCI website www.shipindia.com and GeM PORTAL. The interested parties are required to get registered in the GeM portal for accessing and submission of tender online (<https://gem.gov.in>)

Only online tenders submitted on GeM portal will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted.

2.0 AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS

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

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

3.0 PERIOD OF CONTRACT

The period of contract arrangement shall be for two years from the date of contract commencement as decided by Corporation. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period on the same terms and conditions. The rates for extension period shall be as under:

(A) If the existing contractor has participated in Corporation's next tender for said supplies:

- a. If the existing contractor wins the next new tender then lower of the existing contract rates and new rates finalized for next new contract shall apply.
- b. If the existing contractor does not win the next new contract then the lower of their newly quoted rates and existing contract rates shall apply.
- c. Existing contractor has to settle the differential amount (Difference in supply cost during extension period basis existing rates and new contract / quoted rates, as the case may be), if any, by way of credit note.

(B) If (A) above is not applicable, then existing contract rates shall apply.

4. DUTIES AND RESPONSIBILITIES

The minimum scope of work to be covered in the assignment is indicated below:

- **Certifications for Managed vessels:** Currently SCI is managing ships owned by Oil and Natural Gas Corporation Ltd. (ONGC), Andaman & Nicobar Administration (A & N), National Institute of Ocean Technology (NIOT), Ministry of Earth Sciences (MOES) and Geological Survey of India (GSI) on cost – plus basis. As per the Operation and Management (O&M) contract with them SCI has to submit a vessel wise audited statement of accounts of the vessels at the end of each financial year based on which the costs are reimbursed and remuneration is paid by the vessel owner. The statement includes all expenses incurred for the vessel in a financial year, along with prescribed remuneration and taxes applicable. Total certifications required for managed vessels are approximately 50 in contract period.
- **Certificate for Input Tax Credit:** As per the O & M contract entered by SCI with ONGC, SCI has to submit quarterly or annual certificate stating the input credit availed by SCI and passed on to the owner of the vessel. Total certifications required for Input Tax Credit are approximately XXX in one financial year.

NOTE - These are tentative number of certificates required during contract period of two years. However, SCI reserves the right to increase or decrease these numbers as per the requirement. The contractor shall provide extra certificates, if any, at the same rate.

- **Deliverables**

The Auditors will submit their certificates as follows:

5

Certificates	Timelines
<ul style="list-style-type: none">• Annual Audited Statement of Accounts (SOA)	<ul style="list-style-type: none">• 5 days from submission of data by SCI
<ul style="list-style-type: none">• Input Tax Credit	<ul style="list-style-type: none">• 5 days from submission of data by SCI

Reporting of Auditors

(a) Sample Format of certificate to be given is enclosed as Annexure VI

6 Procedure of Audit

- The work related to certification of SOAs will begin after the audited annual accounts of SCI are approved and adopted by the Board of SCI. Once the accounts are approved and the SAP system is locked for the financial year, the vessel wise SOA shall be prepared by SCI. The CA firm has to verify the same based on the vessel wise/cost center wise accounts maintained in the SAP system.
- For GST input credit statement, a vessel wise breakup of the input credit availed by SCI is available in the SAP system. The CA firm has to verify the same based on the vessel wise/cost center wise accounts maintained in the SAP system. This work is to be done along with the SOA certification and also thereafter on quarterly basis for some vessels. All expenses incurred during the period for which certificate is to be given has to be reviewed by the CA firm to arrive at the amount of benefit to be passed on to ONGC.

7 Submission of certificates

- The audited SOA should be submitted to DFO (L&PS).
- SCI will submit the same to the vessel owner i.e., ONGC/A & N/MOES/GSI etc
- On acceptance of the SOA by the vessel owner, professional fees will be paid as per the tender terms.

8 Confidentiality

- a) The information/documents made available to the CA firm during the period of this assignment shall be treated in strict confidentiality and shall not be made available outside the firm/co. without specific consent of SCI.
- b) The certificates so submitted by the CA firm shall be the exclusive property of SCI. The SCI can, at its own discretion and rights, furnish the copies of reports to any connected person, firm, Co., Corporation or Authority, etc.

9 Professional Fees for the work

- a) The professional fees (excluding applicable taxes) quoted by the bidder and agreed by SCI shall remain fixed and unaltered during tenure of the contract & extended period of contract and NO ESCALATION whatsoever shall either be claimed or considered.
- b) The applicable taxes will be paid by Corporation along with the professional fees.
- c) The professional fees and applicable taxes for this assignment will be paid on submission of the audited certificates. No advance of any nature towards professional fees shall be claimed by Auditor nor paid by the Corporation

- d) No other expenses, of whatsoever nature including travelling and out of pocket expenses, shall either be claimed by Auditors or paid by SCI given under this contract of SCI.
- e) The Corporation will provide adequate infrastructure such as office space, computers with network connectivity, stationery, tea/coffee to the selected party for carrying out the certification work at its Registered Office at Mumbai office of the Corporation.

10 General Terms & Conditions

- a) The CA firm must not sub-contract the work.
- b) The work must be performed after closure of annual accounts.
- c) The team will work in strict confidentiality and will ensure that the information in respect of the operation of the area/unit is dealt in strict confidentiality and secrecy.
- d) The appointment will be for a period of two years unless decided otherwise by the SCI Management.
- e) The Corporation will have sole discretion to extend the period of contract appointment by one more year after the expiry of the initial period. The extension will be on the same terms and conditions.
- f) The offer given by the parties shall be valid for acceptance by the Corporation up to SIX MONTHS.
- g) Incomplete tender document / information will be rejected summarily.

11 GOODS & SERVICE TAX (GST)

- a) Registration & GST Rate
- b) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- c) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- d) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- e) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

12 Invoicing & Payment

12.1 The appointed firm shall submit Tax invoice on annual basis only on acceptance of certificates by the vessel owner to CBRC cell of SCI. The Tax Invoice for Professional Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following:

- (i) SCI GSTIN MUMBAI Maharashtra 27AAACT1524F1ZQ
- (ii) Service Accounting Code for professional services.

12.2 (a) Name & address of firm

- (i) GSTIN of Bidder
- (ii) Consecutive Serial Number & date of issue
- (iii) Description of goods or services
- (iv) Total value of service
- (v) Taxable value of service
- (vi) Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- (vii) Amount of Tax charged
- (viii) Place of service
- (ix) Address of delivery if different from place of service
- (x) Signature of authorized signatory

b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-

- (i) Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- (ii) Discharging the GST tax liability to the Government.
- (iii) Submission of proof of payment of GST to CORPORATION.
- (iv) Availment of Input Tax Credit by CORPORATION.

13 Input Tax Credit

- a) In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on CORPORATION.

14 Disqualification

- The Tenderer is liable to be disqualified if:
- The bid is not submitted in accordance with terms and conditions of the Tender documents.
- The bid is not accompanied by Tender Fees.
- During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- The Tenderer qualifies the tender with his own conditions and does not sign and accept terms and conditions under this tender.

- Tender received in incomplete form including price schedule.
- Tender received after due date and time.
- Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- Awardee/Successful Tenderer of the contract qualifies the letter of acceptance of the contract with his conditions.
- Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- The bid is not accompanied by all requisite documents.
- Canvassing in any form shall lead to disqualification.
- Tenderer has negative net worth in last financial year ie FY 2024-25

15 Risk Purchase clause

If any time during the currency of the contract we find that –

- Contractor has failed to arrange services from the date of commencement of the contract, or the services are not arranged in time, or assigned job has not been completed in time, or
- the services rendered by the Contractor are found unsatisfactory, or
- the services do not confirm to the quality/ specifications indicated in the contract

The Corporation will be at liberty to obtain the services from alternative sources at the risk and cost of the Contractor.

16 Prohibition of Insider Trading

The CA firm and the audit team members deployed by Auditor for this assignment are bound to comply with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 1992.

17 Termination Clause

SCI reserves its rights to terminate the appointment of the CA firm for any reason at its absolute discretion including but not limited to the following:

- a) If the CA firm is adjudicated insolvent by a Competent Court or files for insolvency or the firm is ordered to be wound up by a Court of Competent Jurisdiction.
- b) The CA firm commits any breach of the terms of this contract / offer document.
- c) If any charge sheet is filed by the competent authority of the Government against the CA firm, or the firm is convicted by a criminal court on grounds of moral turpitude. It is clearly understood by the firm that if a charge-sheet is filed by any competent authority of the government against the firm, the firm is obliged to notify the Corporation within 15 days of filing of the Charge-sheet. Failure to do so shall result in forfeiture of all payments due after the date of filing of the Charge-sheet.
- d) In the event of unsatisfactory service or failure on the part of the firm, at any time, to carry out the terms and conditions of the appointment / contract to the satisfaction of SCI, of which the SCI shall be the sole judge; the SCI has the right to forthwith terminate the appointment / contract.

The decision of SCI in terminating the appointment / contract will be final and binding on the Auditor.

18 Banning Guidelines

The Tenderer shall submit the tender along with “Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)”, issued along with the tender document (Annexure II), duly signed on all pages as a token of acceptance. All pages of the Banning Guidelines shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Banning Guidelines shall be unconditional and the Tenderer must not change any contents of the Banning Guidelines. The signed Banning Guidelines should be enclosed with the technical offer of the tender only. Tenders received without the signed Banning Guidelines shall be liable to be rejected.

19 Limitation of Liability

The CA firm shall be liable to the Corporation for any losses for an aggregate amount not exceeding professional fees paid by SCI under the contract except as under:

Nothing in this contract shall exclude or restrict or prevent a claim being brought by the Corporation against the bidder in respect of:

- any liability finally judicially determined to arise primarily from the fraud or bad faith
- any other liabilities which cannot be lawfully limited or excluded, save to the extent permitted by law

20 Exit Clause

The SCI at its sole discretion can terminate the appointment / contract without assigning any reason whatsoever by giving 30 days’ notice to the firm.

The decision of SCI in terminating the appointment / contract will be final and binding on the firm.

21 Jurisdiction

All matters connected with this appointment / contract shall be governed by the Indian Law, both substantive and procedural, for time being in force, and shall be subject to the exclusive jurisdiction of **Courts at Mumbai.**

22 Force Majeure

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

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Contractor, directly effecting the performance of the Contract.

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

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

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

If deliveries/performance are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

The present COVID 19 pandemic situation will not be considered as a Force Majeure situation for this tender.

23 Dispute Resolution

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Corporation shall be final and binding.

24 Arbitration

- a) Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the Corporation.
- b) The venue of the said Arbitration shall be at Mumbai.
- c) The provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

25 Conciliation

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

- The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside

Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).

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

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

25.3 OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept

the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

25.4 Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

25.5 The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

25.6 The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC; The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

25.7 The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.

25.8 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.

25.9 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.

25.10 If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

26 Change in Ownership

If any change takes place in the ownership or partnership of bidder's firm/ company, SCI should be intimated immediately of such changes, failing which, all payments will be withheld and SCI may terminate the contract as may be deemed necessary in view of changed/ altered scenario.

27 Rates

27.1 The Rates quoted / negotiated by the Bidder shall remain firm during tenure of the contract / extended period of contract and NO ESCALATIONS whatsoever shall either be claimed or considered except as mentioned at clause 9.2 below.

27.2 Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be revised subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

28 Billing

28.1 The Bidder shall submit their original GST compliant invoice complete in all respects, to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai, accompanied by a copy of the SAP generated PURCHASE ORDER at Corporation's Head Office at Mumbai and the payment of bills shall be made after due scrutiny and checking by the Bills Department within 120 (One Hundred Twenty) days from the date of receipt of bills complete in all respects.

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

29 **MICRO & SMALL ENTERPRISES (MSME)**

29.1 Micro and Small Enterprises (MSEs) registered with appropriate authority specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives for MSME. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.

29.2 MSME Startups should produce updated Udyog Aadhar Certificate according to latest Gov. Guidelines.

30 **Employment of Workers**

It has to be clearly understood by the tenderer/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the tenderer/s to perform the contract if awarded, shall be the employees of the tenderer/s and the tenderer/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the Corporation shall in no way be liable for the same. The tenderer/s shall also comply with all the provisions under the laws of the land pertaining to his/ their workers and their employment for the purpose of performing the contract if so awarded against this tender and the tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

The Bidder shall in all respects comply with all requirements of Minimum Wages Act, as applicable in Central Establishments, the Contract Labor Act, The Employees' State Insurance Act, Employees' Provident Fund Act, Payment of Gratuity Act, Industrial Disputes Act, 1947, Payment of Bonus Act, regulations of Maharashtra Pollution Control Board and of any other relevant law for the time being enforced and shall keep the SCI fully indemnified against any or all liabilities and responsibilities under the said Acts and Schemes there under. In the event of the Bidder not making payments, statutory deductions as per the laws applicable to the concerned workmen, the SCI will have the right to deduct an equivalent amount from the dues payable to the contractor.

31 **Law of Land:**

The Bidders shall abide by and comply with all local, national as well as international laws in connection with services under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the Bidder.

32 **Bidder to inform himself fully:**

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

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

33 Waiver

It shall always be open to the Corporation by written communication to the Bidder to waive in whole or part any right or the enforcement of any right or remedy which the Corporation may have against the Bidder or of any obligations which the Contractor may have hereunder, provided always that:

- a) No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Contractor and specifically communicated as a Waiver;
- b) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the Contractor and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

34 Penalty Clause

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

(I) Involved in wrongful billing

- To issue a warning letter for first contravention and recover the excess amount billed.
- On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- On the next occasion of such wrongful billing, may even terminate the contract forthwith.

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

- For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- For the second contravention, a monetary penalty will be imposed equal to 1% of annual contract value. This is to be paid by way of a bank draft for the said amount, drawn in favor of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor.
- For the third contravention, the contract would be terminated.
- The tenderer shall not assign the contract to any other persons nor shall they sub- contract the same. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice

35 Validity of the offer

The offer submitted by the parties shall be valid for acceptance by the Corporation up to SIX MONTHS from due date.

36 Indemnity

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

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

37 Declaration of Ineligibility

Bidder has to certify that they have not been banned/de-listed/de-barred from business by any Public listed companies or Private companies during last 05 (five) years.

Declaration in the prescribed format, attached at Annexure “III”.

38. BID SECURITY (EARNEST MONEY DEPOSIT) DECLARATION.

- The tenderers (except MSME bidders) have to submit a Bid Security (Earnest Money Deposit) declaration in the prescribed format, attached at Annexure “IV”.
- The Earnest Money Deposit (EMD) declaration will be returned to the successful tenderer in original only after his accepting the contract. The tender should be accompanied by Earnest Money Deposit (EMD) for **Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG) issued/confirmed by any Commercial Bank in India (Refer to PROFORMA BANK GUARANTEE FOR EMD at **Part I Section VIII**), which should be valid for the full bid validity period plus forty five days i.e. seven and a half months, or online electronic remittance to Corporation’s Bank Account, refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- Bidders are required to pay/remit Earnest Money Deposit (EMD) mentioned above to the Corporation’s Bank Account to participate in this tender. Bidders must submit tender fees and EMD in two separate transactions; otherwise bids are liable to be rejected.
- Bidder should submit only single EMD of the amount **Rs. 10,000/- (Rupees Ten Thousand Only)**. Multiple EMD will not be accepted.
- The Tenderer has the option to submit EMD in the form of Bank Guarantee (refer Annexure E -Bank Guarantee format of EMD) from a commercial bank with a validity of not less than seven and half months from the due date of the tender (Only in case of EMD value exceeds INR 50,000/-). The bank guarantee should remain valid for a period of 45 days beyond final bid validity period. EMD (in the form of Bank Guarantee) shall be sent by the tenderer by post or in person superscripting the envelope with Tender name, GeM Bid No, his/her (tenderer’s) details before due date and time at following address:

Mrs. Harshala Satish Gandhi
The Shipping Corporation of India Ltd.,
“Shipping House”, 15th floor,
245, Madame Cama Road, Mumbai - 400 021.

- EMD of all bidders who are not selected will be refunded as promptly as possible as and not later than 60 days after the award of the contract to the successful bidder. However, in case of technically disqualified bidder(s), EMD will be refunded on finalization of their technical disqualification. No interest will be payable by SCI on the EMD.
- In case of successful bidder, the EMD may be refunded after award of contract upon receipt of security deposit/ performance bank guarantee. The EMD submitted by the successful bidder may also be adjusted towards security deposit/ performance bank guarantee. No interest will be payable by SCI on the EMD

- h) Copy of Bank SWIFT copy / UTR No. of electronic transfer / Bank Guarantee (including e-Bank Guarantee valid for seven and a half months from the due date of the tender) for Earnest Money Deposit must be enclosed with the “Technical Offer” only and details should be indicated in the Tender Form.
- i) Furnished EMD is refundable (without interest), except on withdrawal of the offer before decision and/or failure of the bidder to accept the contract if awarded and/or failure to submit Security Deposit and /or Performance Guarantee on award of the contract.
- j) Micro and Small Enterprises (MSEs) registered with various bodies as specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.
- k) MSE bidders are exempted from submission of Tender Fees and EMD as per provisions in the Tender Document. MSE bidders seeking benefits of MSE, as specified in the Tender Document, must submit Copy of Registration certificate failing which no benefit of MSE shall be extended.
- l) Purchase preference to Indian MSEs (Micro & Small Enterprises) shall be applicable as per the Govt. Of India Policies.

IMP: TENDERS RECEIVED WITHOUT BID SECURITY (EARNEST MONEY DEPOSIT) DECLARATION (FOR NON-MSME VENDORS) ARE LIABLE TO BE REJECTED.

SCI, MUMBAI BANK ACCOUNT DETAILS

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

Beneficiary Name	THE SHIPPING CORPORATION OF INDIA LTD
Bank Name	INDIAN BANK
Bank Branch	NARIMAN POINT
Bank Address	MITTAL TOWERS, GROUND FLOOR, 210, NARIMAN POINT, MUMBAI, MAHARASHTRA PIN 400 021
Account No.	416197198
IFSC Code	IDIB000N052

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

**39 Guidelines for Eligibility of a ‘Bidder’ from a Country which shares a land border with India”.
Declaration in the prescribed format, attached at Annexure “V”.**

WE FULFIL THE ELIGIBILITY CRITERIA & AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS GOVERNING THE CONTRACT INCLUDING CLAUSE NO.24 ONDISQUALIFICATION.

(Signature of the authorized person on behalf of Firm/Co. with Rubber Stamp of the Firm)

Full Name of the firm/co:

Designation of the authorized official:

Firm / Company Seal

Registration Number:

Date:

Place:

40 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- The successful Tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the value of the contract towards satisfactory performance of the contract in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG) issued/confirmed by any Commercial Bank in India, which should be valid for the full period of the contract including the extension period plus two months, or online electronic remittance to Corporation’s Bank Account.
- Performance Guarantee of equal amount as of Security Deposit in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG) issued/confirmed by any Commercial Bank in India, which should be valid for the full period of the contract including the extension period plus two months, or online electronic remittance to Corporation’s Bank Account is to be paid by the successful Tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- Security deposit has to be furnished within 30 days after award of contract, which should be valid for the full period of the contract including the extension period plus two months, towards satisfactory performance of the contract.
- In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
- No interest shall be payable on the Security Deposit.
- The Corporation shall also be entitled to make recoveries from the contractor’s bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- The Security Deposit paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- **Forfeiture of security deposit**
 - a. Due to inability/ unwillingness of the successful bidder to service the contract for any reason and/ or his withdrawal in letter/spirit from servicing the contract prior to stipulated expiry date of the contract, including extension period opted by the corporation, if any.
 - b. In case of termination of the contract for any reason, the security deposit and/ or performance guarantee shall stand forfeited either wholly or partly and the contractor(s) shall have no claim whatsoever against the bidder in consequence of such termination of the contract.

PART - I

ANNEXURE 1

**E- TENDER FOR APPOINTMENT OF CA FIRM FOR AUDITING STATEMENT OF ACCOUNTS
(SOA) OF MANAGED VESSELS ON CONTRACT BASIS FOR FINANCIAL YEAR 2025-26 & 2026-27.**

FORM OF PARTICULARS

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1.	a. Name of the Company:	
	b. Full Postal Address of the Company:	
	c. Telephone Numbers:	
	d. Mobile Numbers:	
	e. Email Address:	
2)	If a subsidiary Company, Name & Address of the holding company	
3)	Year and Date of Establishment of Fresh Water supply business	
4)	Whether Proprietorship / Partnership / Private or Public Limited Company? [Please enclose copy of Partnership Deed/ Memorandum and Article of Association]	
5)	Attach copy of Audited Balance Sheet & Profit & Loss statement of your company for last three financial years]	
6)	Attach copy of latest Organizational chart	
7)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
8)	Whether your firm has branch offices at any other places. [If yes, furnish details]	
9)	Whether your company is registered under Municipal Act and/or Shops and Establishment Act. (Attach Copy) (If no, state reasons)	
10)	Whether your company is registered with Labour Commissioner's office (Central/State). Are You Holding a valid license issued by Labour Commissioner? (Attach Copy) (If no, state reasons)	
11)	P.F. Account No. If no, state reasons.	
12)	Whether your company is a member of Employee State Insurance Scheme If yes, provide E.S.I.S. Account No. If no, state reasons.	
13)	Provide PAN Number (Attach Copy)	PAN NO.: _____
14)	GST Registration Number (Attach Copy)	GST NO.: _____
15)	Provide MSME certificate (Udyog Aadhaar) (Please attach copy)	UAM NO.: _____
16)	Whether your firm has acquired Zero Defect Zero Effect (ZED) certification and Lean certification, being implemented by the Ministry of MSME. If yes please attach copy of certificate.	YES/NO
17)	Name/s of your Banker/s and their address. Please attach a certificate from your banker/s about your financial status and credit facility available to you.	
18)	<u>Details of Experience</u> State the name (s) of the Shipping Companies (of repute) for whom you are supplying fresh water for at least two continuous years in	

	last preceding 5 years. [Attach separate sheets if required to substantiate your experience] (Also attach experience certificate from your clients)												
19)	Approximate quantity of Fresh water supplied during last 3 yrs , to the vessels Shipping Company /Port-wise at the Ports of Visakhapatnam(attach separate sheet , if required) (Documentary evidence to be enclosed)	<table border="1"> <tr> <th colspan="3">Fresh Water Volume</th> </tr> <tr> <th>Name of company</th><th>Port</th><th>Volume</th></tr> <tr> <td></td><td></td><td></td></tr> </table>			Fresh Water Volume			Name of company	Port	Volume			
Fresh Water Volume													
Name of company	Port	Volume											
20)	<p>State number of water barges owned/controlled by you (as applicable): [Please state technical particulars on separate sheet such as registration number, capacity; GRT/NRT/length etc. of each barge owned/controlled by you to carry water etc.]</p> <p>Also enclose Photocopies of</p> <p>a. Ownership documents</p> <p>b. Details of Permission / License held by you and issued by Vishakhapatnam Port Trust or any other Competent Authority.</p> <p>c. Copy of registration certificate by Vishakhapatnam Port Trust</p> <p>d. Seaworthiness certificate issued by MMD</p> <p>e. Your Agreement with owner, if water barge is controlled by you.</p>	<table border="1"> <tr> <th colspan="2">No. of water barges</th> </tr> <tr> <th><u>Owned</u></th><th><u>Controlled</u></th></tr> <tr> <td></td><td></td></tr> </table>			No. of water barges		<u>Owned</u>	<u>Controlled</u>					
No. of water barges													
<u>Owned</u>	<u>Controlled</u>												
21)	Does the Fresh Water Reading Meter is in sealed condition (Please tick mark)	YES: NO :											
22)	Does the Fresh Water Reading Meter is having calibration certificate (If YES, enclose copy)	YES: NO :											
23)	Kindly provide an undertaking on your company letterhead that your company will provide <u>Portability Certificate</u> each time, prior supply of fresh water to SCI Ships.												
24)	<p>Address of Dock Office</p> <p>(a) Telephone Number</p> <p>(b) Fax Number</p> <p>(c) Dock Office Timing</p>	From_____To _____											
25)	<p>(a) Name & designation of person/s In-charge of Dock Office</p> <p>(b) AOH (After Office Hours) residential tel Nos.</p> <p>(c) Mobile Number/s</p>												
26)	Please mention whether you employed in any capacity whether administrative or advisory, ex-SCI officer who has retired from DGM or higher level in the preceding two years as on bid closing date.												
	If Yes to 26.0, please furnish the required information												
27)	Name and Designation of that officer in your firm, his/ her designation at the time of retirement in SCI and his/ her date of retirement from SCI should be mentioned.												
28)	The role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made should be clearly spelt out.												
29)	Whether your firm has been terminated or banned by any Government Agency / PSU / any Shipping Company at any time during past 5 years. If yes, give details.												

30)	Whether your firm has been disqualified by any other Shipping Company or SCI, at any time in the past for similar contract. If yes, state reasons	
31)	Whether your firm has been disqualified by any other Shipping Company or SCI at any time in the past for this particular contract. If yes, state reasons.	
32)	Whether your firm has been disqualified by any other Shipping Company or SCI, at any time in the past for any contract. If yes, state reasons.	
33)	Please state whether you have any relationship with SCI Agents at your port. If yes, give details.	
34)	Please state if any member of your company has any relative employed in SCI. If yes, give details.	
35)	<u>Tender Fees:</u>	UTR No.: INR 590/- Date of Issue: Drawn On:
36)	<u>Earnest Money Deposit</u> Particulars of Bank Swift copy / UTR No. / BG No. Enclosed with the Technical Offer of the Tender. OR Details of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-BG)	UTR No.: Rs. _____ Date of Issue: Drawn On: BG No.: Rs. _____ Date of Issue: Issued by: Valid upto:

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

Declaration:

1. I/ We _____ am/ are the sole proprietor/ Manager of _____ and authorized to submit this tender on behalf of my/our company/ firm.
2. It is certified and declared that I/ we have read, understood and accepted the terms and conditions of this tender in totality, and have thereafter submitted my/ our tender.
3. I/ We declare on solemn affirmation that whatever information is submitted in this tender is true and correct to the best of my knowledge and belief.
4. I/ We hereby certify that my/ our company/ firm has not been banned and/ or blacklisted by any office/ department/ undertaking of the Govt. of India, at any time under any contract.
5. I undertake and confirm, not to have made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and not committed any offence under the Prevention of Corruption Act in connection with the bid.

Certified that the details and documentary proof/ evidence given above are true and correct. Further details, if any, required shall be submitted for verification, if so requested for, at any stage.

We understand and agree that in case of any conflict between GeM and SCI specified terms and conditions, SCI Terms and Conditions will prevail.

(Signature of the Tenderer)

Full Name :

Designation :

Company Seal :

Place :

Date :

Annexure (II)

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities

1. Introduction.

The Shipping Corporation of India Ltd. (SCI), a premier commercial organisation, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.

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

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

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

2. Scope:

- SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.
- The guiding principles and processes for
 - Removal of an Entity from the list of approved suppliers / contractors
 - Suspension and
 - Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.
- These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.

- Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3. **Definitions:**

In these Guidelines, unless the context otherwise requires: -

- The Expression ‘Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor / Entity’ includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- ‘Inter-connected Entity’ shall mean two or more companies having any of the following features: -
 - If any or all of the Partner(s) / Functional Director(s) are common,
 - If the Management is common,
 - If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- **‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:**
 - For banning any Entity, Indian or foreign, the “Competent Authority” would be a “Committee of Directors” comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.
 - The Chairman & Managing Director, SCI, shall be the ‘Appellate Authority’ in respect of such cases.

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

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

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

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

4. **Grounds for initiation of Banning Business Dealings:**

- a) If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- b) If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.

- c) If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- d) If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- e) If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- f) If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- g) If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- h) If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- i) If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- j) Established litigant nature of the Entity to derive undue benefit;
- k) If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests/ trees, etc.
- l) If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- m) Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- n) Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- o) Continued poor performance of the Agency in several contracts.

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

5. Initiation of Banning / Suspension:

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

6. Suspension of Business Dealings during Investigation period:

- If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority.

The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.

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

7. Banning of Business Dealings:

- a) A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- b) There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
 - i. To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - ii. To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - iii. To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - iv. To submit recommendations to the Competent Authority for banning or otherwise.

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

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

- i. If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.
- ii. The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.
- iii. Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice:

- i. In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- ii. On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- iii. The Competent Authority may consider and pass an appropriate order:
 - a. For exonerating the Entity, if the charges are not established or
 - b. For removing the Entity from the list of approved Suppliers / Contractors, etc. or
 - c. For banning business dealings with the Entity.
- iv. The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

10. Appeals against the Decision of the Competent Authority:

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

11. Review of the Decision by the Competent Authority

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

12. Circulation of the names of Entities with whom Business Dealings have been banned:

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

13. These guidelines will form part of the Tender document

(Seal & Signature of the Bidder)

Annexure (III)

Declaration of Ineligibility

(By the Bidder)

I/ We, M/s(Name of bidder) hereby certify that I/we have not been banned/de-listed/de-barred from business by any Public listed companies or Private companies during last 05 (five) years.

(Seal & Signature of the Bidder)

Annexure (IV)

BID SECURITY (EARNEST MONEY DEPOSIT) DECLARATION

We the below mentioned tenderer for the **“GeM Tender for inviting Offers for Appointment of CA Firm for auditing Statement of Accounts (SOA) of managed vessels on contract basis from Financial Year 2025-26 to 2026-27”** hereby certify that we have read and understood all terms and conditions (both Part I and Part II) of the tender and hereby agree and accept them unequivocally, including corrigendum/addendum issued, if any.

We further affirm that our bid/tender submission is earnest and we understand and hereby accept that the validity period of our bid is as per terms and conditions of the tender and also agree to the fact that if we withdraw or modify our bid during its validity or if we have been awarded the contract and we fail to sign the contract, we shall stand suspended from participating in all tenders of the corporation for a period of two years effective from the date decided by the Corporation.

Place:

Signature of the Bidder

Date :

with rubber stamp of the Company

Annexure (V)

“GeM Tender for inviting Offers for Appointment of CA Firm for auditing Statement of Accounts (SOA) of managed vessels on contract basis from Financial Year 2025-26 to 2026-27”

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

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. “Bidder” (including the term ‘Bidder’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The *beneficial owner* for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

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

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

UNDERTAKING

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

Place:

Signature of the Bidder

Date:

with rubber stamp of the Company

Enclosures:

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

Annexure VI

SAMPLE SOA FORMAT

Certificate Ref. No.

TO WHOMSOEVER IT MAY CONCERN

We have been requested by The Shipping Corporation of India Limited ("the company") (CIN-L63030MH1950GOI008033), vide its appointment letter dated 29th May, 2019 to certify the Statement of Accounts in respect of vessel "R. V. SAMUDRA KAUSTUBH" for the period from 01.04.2022 to 31.03.2023 managed by the company on behalf of GSI Kolkata.

We have examined the below mentioned Statement of Accounts in respect of vessel "R. V. SAMUDRA KAUSTUBH" managed on behalf of GSI with the vessel wise accounts maintained in the system, used for the purpose of maintaining "Books of Accounts" of the Company, and produced before us for the purpose of verification. Based on such examination, we certify the same to be correct as per vessel wise accounts maintaining by the company, However this examination does not constitute either an audit of financial statements or review made in any accordance with generally accepted auditing standards in India.

THE SHIPPING CORPORATION OF INDIA LTD.

Statement of accounts in respect of **XXXX**
for the period from 01.04.XXXX to 31.03.XXXX

Owners : XXXXX

Particulars	Amount (Rs.)	Amount (Rs.)
<u>Direct Operating Expenses</u>		
Port, Marine & Light		
Dues		
Water charges		
Agency fees		
Fuel charges		
Total " A "		
<u>Indirect Operating Expenses</u>		
Wages & allowances		
Floating staff expenses		
Stores		
Spares		
Repairs		
Sundry steamer charges		
Insurance		
Management Costs		
Total " B "		
<u>Remuneration to SCI</u>		
Total " C "		
<u>GST</u> (As Applicable)	" D "	
GRAND TOTAL (A+B+C+D)		-

This audited statement of accounts is issued at the specific request of the company for the sole purpose of being submitted to GSI Kolkata and should not be used for any other purpose without our prior consent in writing.

PART II – PRICE BID FORMAT

GeM Tender for Appointment of CA Firm for auditing Statement of Accounts (SOA) of managed vessels on contract basis from Financial Year 2025-26 and Year 2026-27

- i. Price bid to be filled up directly on the GeM Tender portal only.
- ii. Prices Offer shall not be mentioned anywhere in the technical offer
- iii. Bidder to quote all-inclusive Professional fees for the quarter excluding GST
- iv. Tenderers are strictly requested that, the quotation has to be submitted in GEM PORTAL system only
- v. Alterations/modification in any form will not be considered.
- vi. Please note, no conditional quotation will be accepted.
- vii. **Tenderer to provide SAC code_____ & Applicable GST_____ % (Kindly fill the blanks)**
- viii. Total professional fees shall be considered to decide the order of competitiveness.
- ix. The Financial evaluation shall be based on the total professional charge / Consultancy fee (lump sum) excluding GST quoted by bidders.
- x. The lowest bidder will be decided based on lump sum professional fees / consultancy fees charged by the bidder.

For the Bidder / Contractor
(Official Seal)

Place: Mumbai.

NOTE- Bidder not to submit any price quote in hard copy.

Undertaking for Custom Bid/BoQ Creation on GeM

(to be filled by the HoD)

File number:

Date: 30.09.2025

Subject: **Undertaking for Creation of Custom Bid/BoQ for Goods/Services required on GeM**

1. Goods/Services Required (Please specify the exact goods/services required):

Appointment of CA Firm for Auditing Statement of Accounts of Managed Vessel.

2. Search String Used in the GeM Availability Report & Past Transaction Summary (Please state the exact search string used to find suitable categories):

Auditing of Statement of Accounts (Service)

3. GARPTS ID (mention GeM Availability Report ID):

GEM/GARPTS/29092025/IBIGYM1MZPXT

4. Categories to which notification was sent:

Category 1: (Category name) **CA FIRM**

Category 2: (Category name) **AUDIT OF STATEMENT OF ACCOUNTS**

Category 3: (Category name) **MANAGED VESSEL STATEMENT OF ACCOUNTS**

5. Undertaking:

I understand that the creation of a custom bid/BoQ is an exceptional process and should only be used when existing categories on GeM are not suitable for the required goods/services.

I, (Your Name), undertake the following:

- I have conducted a thorough search using the search string mentioned above and determined that existing categories are not appropriate for the required goods/services.
- I have provided an accurate and detailed description of the required goods/services in Section 1.
- I have selected the most relevant categories for notification in Section 4.
- I am fully prepared to justify the need for a custom bid/BoQ to GeM upon request.

Signature

 30.9.25

(Your Name)

(Designation, Organisation, Department, State)