



**The Shipping Corporation of India Ltd.
FINANCE AND ACCOUNTS DIVISION
Internal Audit Department**

TENDER REF. NO.:	GeM Bid No.: GEM/2023/B/2937179
TENDER TITLE:	GeM tender for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25.
DUE DATE & TIME	<u>27/01/2023. 17:00 HRS (IST)</u>
TENDER FEE	INR 2,500 /- + 18 % GST INR 450 = Total Rs. 2,950/- (Total Rupees Two Thousand Nine Hundred Fifty ONLY)
EARNEST MONEY DEPOSIT (EMD)	<u>INR 50,000/- (Indian Rupees Fifty Thousand only)</u>

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IMPORTANT NOTES

1.	Technical Offer Documents should be scanned and uploaded in GeM portal only.
2.	Please ensure that the Price Offer (Part-II) is not uploaded in ‘Technical folder of the tender’. The same should not be printed and uploaded with Technical Offer.
3.	Lumpsum Price Offer quotation inclusive of GST should be submitted in GeM portal in “Offer Price” tab only.
4.	Break-up of lumpsum price quoted in GeM Price Offer (Part – II) to be uploaded in PDF in GeM portal only.
5.	Size of documents being uploaded should not be greater than 10 MB in size.

PART – I

SECTION – I

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

GENERAL INFORMATION

A) DEFINITIONS

- A. The terms “**CORPORATION**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.” which expression shall, unless excluded by or repugnant to the context or meaning thereof includes its successors, assigns, demerged/hived-off, resultant company.
- B. The term “**TENDERER**” or “**VENDOR**” or “**BIDDER**” shall mean and include the proprietor, firm / LLP or a body corporate etc. who has submitted the tender.
- C. The term “**CONTRACTOR**” shall mean and include the proprietor, firm / LLP or a body corporate etc. with whom the Contract has been placed including their executors, administrators, successors and their permitted assigns, as the case may be.

1.0 Brief information about the Corporation

- 1.1.1 The Shipping Corporation of India Ltd. invites offers for appointment of Internal Auditor under section 138 & section 177 of Companies Act 2013 with its office in Mumbai Metropolitan Region (MMR) on contract basis.
- 1.1.2 The Shipping Corporation of India Ltd. (hereinafter referred to as “the Corporation”) is a Government of India Enterprise with a turnover of Rs. 5098.59 Crore for FY 2021-22. The Corporation is engaged in different segments of shipping services with 59 ships of 5.31 million DWT as on 01.12.2022 and has a global presence. The Corporation has under its management 67 ships on behalf of other government agencies/PSUs.
- 1.1.3 The Corporation has offices at New Delhi, Chennai, Kolkata, Port Blair and Haldia and operates through network of Agents throughout the world. The Corporation has a co-ordinating office at London.
- 1.1.4 The Corporation has introduced SAP system with interlinked software’s of Danaos and Afsys in all its business and accounting segments. The SAP system is presently operational with modules; FICO / MM / HCM / PS / PM / BI / DMS / MDM / PI / GRC / SRM etc.
- 1.1.5 The complete history/profile of the Corporation is available for viewing on the website at <http://www.shipindia.com>.

2.0 TENDER FEES

- 2.1 Tender fees in the form of electronic remittance **of INR 2500 /- + 18 % GST INR 450 = Total Rs. 2,950/- (Total Rupees Two Thousand Nine Hundred Fifty ONLY)** to the Corporation’s Bank Account (details mentioned at **clause 6.0 of section III**) should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.
- 2.2 Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the GeM portal for accessing and submission of subject tender on GeM portal.

3.0 **DUE DATE:**

Tenderer to submit their responses/bids before the submission Due Date and time i.e., **before 1700 hrs on 27/01/2023**. Tenderer to submit their responses before the submission deadline, and should not wait for last minute as the tender would be closed as per GeM portal time and upload of responses will not be possible in case deadline ceases.

4.0 Only online e-tenders submitted in GeM portal will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted.

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

6.0 **BROAD INSTRUCTIONS FOR FILLING THE TENDER**

The Tender response/ bids for subject tender (**GeM Bid ID: GEM/2023/B/2937179**) has to be uploaded in two parts:

6.1 **Part I (Technical Offer)** to be submitted in Technical Bid tab in GeM portal includes–

SECTION – I:	<u>GENERAL INFORMATION</u>
SECTION – II:	<u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u>
SECTION – III:	<u>GENERAL TERMS AND CONDITIONS</u>
ANNEXURE “A”	<u>DECLARATION OF CONFLICT OF INTEREST</u>
SECTION – IV:	<u>FORM OF PARTICULARS</u>
SECTION – V:	<u>SCOPE OF WORK / DUTIES & RESPONSIBILITES</u>
SECTION –VI:	<u>BANNING POLICY AND GUIDELINES</u>
SECTION – VII:	<u>GUIDELINES FOR ELIGIBILITY OF A BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u>
SECTION – VIII:	<u>CHECKLIST OF DOCUMENTS TO BE ATTACHED</u>
SECTION – IX:	<u>BANK GUARANTEE FORMAT FOR SD/PG</u>
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SECTION – XI:	<u>UNDERTAKING FROM BIDDER– DECLARATION FOR SUBMISSION OF PRICE QUOTATION</u>

Part II (Price Offer) - FORMAT FOR PRICE BREAKUP of Lumpsum offering submitted in GeM.

Please note: Bidders to submit Price Quotation – Lumpsum quotation inclusive of GST in GeM portal only.

Tenderer should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. [All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V, Section-VI, Section-VII, Section-VIII, Section-IX, Section-X and Section-XI {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page.]

Tenderers are required to download “Technical Offer” (consisting of Section I, II, III, IV, V, VI, VII, VIII, IX, X and XI), “Price Format for Break up” Part II and save the files on their computer. Detailed information as required in the technical offer are to be filled in and all pages of the technical offer need to be signed and stamped and then scanned for upload. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.

The Lumpsum offerings **inclusive of GST** are required to be filled in “Offer Price” tab available in GeM. Bidders are also required to provide the Lumpsum offering Break up as per the Format provided by the Corporation at Part II – “Format for Price Breakup”. The completely filled in Price break-up format is required to be uploaded in “**Offer Price**” Tab of the GeM Tender. Price Bids to be filled as per item details mentioned in **Part II – Format for Price Breakup attached in the tender** and should be quoted accordingly.

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

Once the technical offer is filled in and signed, documents pertaining to the tender are scanned and kept ready for upload and quotations are filled in Format of Price breakup, the vendor may upload the above files and attachments in the requisite places in GeM portal. Kindly note to keep your complete tender documents and attachments ready for upload along with login id and password. 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.

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

Technical Bid >

- 1) Index – (upload cover letter, if any)
- 2) Tender Docs – (Technical Offer)
- 3) Certificates – (All other documents, certificates, authorization letters as mentioned in the tender)
- 4) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)
- 5) EMD- (copy of Bank Swift copy / UTR No. Payment towards EMD)
- 6) Others - additional Information
 - a. Company Profile

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 27/01/2023 (1700 Hrs).**

Offer Price – Bidders to submit the Lumpsum offering inclusive of GST under the “Offer Price” tab in GeM portal and upload the Part II – Format of Price break up signed and stamped under the Offer Price tab.

Tender documents downloaded from <https://gem.gov.in>, shall be downloaded and submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderer and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation. **Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid.**

The tender is available on GeM portal (Bid Id: **GEM/2023/B/2937179**) for bidders to participate. Bidders to have GeM Seller ID in order to participate in GeM tenders. Those who do not have GeM

seller ID are to get register on <https://gem.gov.in>. As per the GeM guidelines, the bidders can upload their response against the GeM tender in GeM portal.

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 be getting intimation over email about addendum, corrigendum and Technical/Price opening of tender and various other communications about the tender through GeM on their registered email id.

TENDERS SUBMITTED BY POST/ COURIER/ EMAIL / FAX WILL NOT BE ACCEPTED. Only subject tenders submitted in GeM portal will be accepted.

Tenderer's quotations should strictly be in line with **Part I Section III Clause 4.0** (Rates Clause) and as per format of **Part II (Price Offer)**. Tenderer to submit lumpsum Price quotation inclusive of GST in GeM portal only while Part II – Price offer break up format of the lumpsum price quote submitted in GeM to be uploaded in GeM portal only.

6.2 Additional Documents to be submitted along with Technical Bid:

The following additional document needs to be enclosed along with the relevant attachments mentioned in Section-IV (Form of Particulars) of the tender:

a) Company Profile

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

7.0 ASSESSMENT OF TENDER

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

7.1 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.

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

8.0 BANNING POLICY AND GUIDELINES:

All tenderers shall have to sign an "**Banning Policy and Guidelines**" with the Corporation for handling and ensuring the transactions in a fair and transparent manner. The Banning Policy and Guidelines document is attached with the tender, as Part I Section VI. The tenderer shall submit the tender along with the Banning Policy and Guidelines, issued along with the tender document and duly signed on all pages as a token of acceptance. All pages of Banning Policy and 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 Policy and Guidelines shall be unconditional and the tenderer must not change any contents of the Banning Policy and Guidelines.

The signed Banning Policy and Guidelines should be enclosed with the technical offer of the tender only. Tenders received without the signed Banning Policy and Guidelines and/or without details filled in, shall be rejected.

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

Deputy General Manager I/C (Internal Audit Department),
The Shipping Corporation of India Ltd.,
Shipping House, 10th Floor, Internal Audit Department,
245, Madame Cama Road,
Mumbai – 400 021, INDIA.
Contact Number: 022-22772316

PART – I

SECTION – II

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

ESSENTIAL CONDITION – ELIGIBILITY CRITERIA

1.0) The parties (herein after referred to as “Internal Auditor”) must fulfil following eligibility qualification criteria to become eligible for participating in the subject tender.

1. PRESENCE - Audit firms with minimum 10 years of presence (substantiate by attaching relevant proof of existence).

2. EXPERIENCE – Audit firm having experience of two (02) year out of past five (05) financial years in Internal / Statutory audit of Public Ltd Co. with an annual turnover of Rs. 500 crore and above, in following areas as follows

- a. Internal Audit working in SAP environment
- b. Corporate governance audit
- c. Risk based audit
- d. Process (system) audit
- e. IFC audit as per Companies act 2013

3. LOCATION AND SIZE OF THE FIRM -

The firm should necessarily be having its office in Mumbai Metropolitan Region (MMR).

Registered firm to have

- a. minimum number of partners – 5;
- b. No. of minimum qualified CAs/ CMAs –10 (including partners);
- c. SAP/ CISA / DISA qualified Auditors - 2;
- d. No. of minimum semi-qualified Assistants (including Articles) – 30.

4. NETWORTH - The firm having positive net worth for past five financial years.

5. DECLARATION - Declaration giving assurance that Firm is not banned in the past 5 years by any Public co. or Private co. (Declaration Format as enclosed at **Sec X**).

6. DECLARATION - The bidder/tenderer shall not have any conflict of interest in connection with strategic disinvestment of SCI as on date and till the strategic disinvestment process of SCI is concluded. (The declaration in this regard as attached at “**Annexure A**” has to be provided by the bidder.

Note:

- i) The past five financial years means the financial years commencing from 2017-18.
- ii) “Conflict of interest” as defined in Annexure “A” (Affidavit cum undertaking).

Bidders not meeting the above minimum mandatory qualification criteria shall be out rightly rejected and not considered for any further evaluation. The eligibility based on which the audit firm qualifies is required to be maintained by the firm throughout the contract period, falling which the contract can be terminated.

2.0) ANNUAL TURNOVER CLAUSE:

Tenderers must have a minimum average annual financial turnover of **Rs. 10,00,000/- only (Rupees Ten Lakhs only)** during last three immediately preceding Financial Year ending 31st March 2022 i.e. during FY 2018-19, FY 2019-20 and FY 2020-21.

IMPORTANT:

- (a) It is mandatory to furnish relevant proofs, documents, certificates etc. for the eligibility criteria mentioned above.
- (b) Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government of India Guidelines subject to their meeting of other technical specifications. 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.

PART - I

SECTION – III

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

GENERAL TERMS AND CONDITIONS

- (1.0) The GeM tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 27/01/2023.**

Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. 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 will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, EMD in the form of Bank Guarantee (**Only in case EMD value exceeds Rs.50,000/-**) should be sent by post super-scribing the envelope with tender name and tender number (**GeM Bid ID no: GEM/2023/B/2937179**) before the due date and time as per the tender notice in the portal.

- (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 tenderers 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 the contract shall be for two years from the date of contract commencement as decided by the Corporation. The Corporation will have sole discretion to extend the period of contract for one more financial year after the expiry of the initial period of two years. The extension will be on the same terms and conditions. The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

- (4.0) **RATES / PROFESSIONAL FEES FOR INTERNAL AUDIT WORK**

The professional fees (excluding applicable taxes) quoted by the bidder and agreed by SCI shall remain fixed and unaltered during tenure of the contract. For the extended period of contract, the rates shall be as per clause no. 3.0 above. **NO ESCALATIONS** whatsoever shall either be claimed or considered.

- (i) The applicable taxes will be paid by Corporation along with the professional fees.
- (ii) The professional fees and applicable taxes for this assignment will be paid on quarterly basis on submission of the final Internal Audit Report/s for the relevant quarter/s with Auditors' Rejoinders. The professional fees shall become payable after the evaluation of Report by Head of Internal Audit Department with Director (Finance) and acceptance of the same by the Audit

Committee as per clause Part I Sec V. No advance of any nature towards quarterly professional fees shall be claimed by internal auditor nor paid by the Corporation.

- (iii) No other expenses, of whatsoever nature including travelling and out of pocket expenses, shall either be claimed by Internal Auditors or paid by SCI given under this contract for all offices of SCI.
- (iv) The Corporation will provide adequate infrastructure such as office space, computers with network connectivity, stationery, tea/coffee etc. to the selected party for carrying out the internal audit work at its Registered Office at Mumbai and at other offices of the Corporation.
- (v) Rates / Professional fees **inclusive of GST** must be quoted as per the Price Offer format Part II.
- (vi) **GST: SAC code along with applicable GST – GST will be payable, as applicable, on actual basis.**

On award of contract, the rates will be treated as firm for the entire period of contract and extensions, if any, opted by Corporation. No enhancement in the contract rates will be permitted for any reason, whatsoever, during the currency of the contract including extension period, if opted. However, the statutory levies (Central Levies and GST) will be revised upwards or downwards depending on the Government guidelines/tax structure. Revision in Statutory Levies can be entertained only on production of relevant documentary support (viz. copy of Gazette) and shall be effective from the date of submission of required documents complete in all respects.

- (vii) The Tenderers are requested to quote their best and final offer at Offer Price tab of the GeM portal. No revised offer shall be entertained. No conditional quotations will be accepted. No revised offer shall be entertained. The Corporation at its discretion may extend the due date for submission of bids but bidder's first submission of tender shall be the final proposal. Bidder 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 tender due date including extension period of tender due date.
- (viii) Tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or requests for rates to be corrected will be entertained after the quotations are opened. Correction/s, if any, should be initialed by the person signing the tender form before submission of the tender, failing which the rates for such items may not be considered.
- (ix) This is a non-exclusive contract. The Corporation reserves the right to obtain services covered under this tender from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the tenderers.
- (x) The quotations should be given on the understanding that the materials used would conform to the quality indicated in the tender and also will be subject to acceptance by the vessel as well as the Flag State / Port State Inspectors. It is obligatory for the tenderer to ensure that the chemicals quoted are generally available at the port/s for which the tender has been floated. Any excuse at a later date that the particular chemical is not available at the respective port/s shall not be accepted and such chemical or suitable substitute chemical shall be procured locally at the cost of the tenderer.

NOTE:

Offer Price – Bidders to submit the Lumpsum offering inclusive of GST under the “Offer Price” tab in GeM portal and upload the Part II – Format of Price break- up signed and stamped on each page under the Offer Price tab.

Price Bids to be filled as per item details mentioned in **Format for Price Break up Part II.**

(5.0) OTHER GENERAL TERMS & CONDITIONS

- i. The Internal auditor must not sub-contract the work.
- ii. The Internal Audit work must be performed on concurrent basis throughout year.
- iii. The audit 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.
- iv. The appointment will be for a period of two years from 01.04.2023 unless decided otherwise by the Audit Committee of Board / SCI Management.
- v. 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.
- vi. The offer given by the parties shall be valid for acceptance by the Corporation up to **SIX MONTHS as stated in clause 21.**
- vii. In case a bidder wish to withdraw his quote, he /she should submit same in writing before 7 days of expiry of validity of offer. In case same is not submitted same will be considered as valid till finalisation of the contract.
- viii. Incomplete tender document / information will be rejected summarily.

(6.0) 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, Maharashtra 400 021
ACCOUNT NO	: 416197198
IFSC Code	: IDIB000N052
MICR	: 400019020

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

(7.0) DISQUALIFICATION:

.The tender is liable to be disqualified if:

- (7.1)** As the internal audit is to be carried out throughout the year on concurrent basis there should be no conflict of interest. The Internal Auditor shall not hold any kind of assignment in SCI pertaining to the period under subject contract i.e. from 01.04.2023 to 31.03.2025 and extension period, if any, on the date of submission of offer and/or on the date of appointment as Internal Auditor. This will be viewed as disqualification.
- (7.2)** Not submitted in accordance with terms and conditions of the Tender documents.
- (7.3)** Not accompanied by Earnest Money Deposit (for non-MSME vendors) (in the form of Demand Draft / Bank Guarantee/ Electronic Remittance Copy of Bank SWIFT/ UTR No. of electronic transfer

and/or Tender Fees (for non-MSME vendors) in the form of Electronic Remittance Copy of Bank SWIFT / UTR No. of electronic transfer.

- (7.4) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- (7.5) The Tenderer qualifies the tender with his own conditions and does not sign and accept terms and conditions under this tender.
- (7.6) Tender received in incomplete form including price schedule.
- (7.7) Tender received after due date and time.
- (7.8) 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.
- (7.9) Awardees of the contract qualifies the letter of acceptance of the contract with his conditions.
- (7.10) 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.
- (7.11) 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.
- (7.12) Tender documents, if downloaded from the GeM, shall be downloaded in Toto repeat in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the tenderer and if found out (be it at any stage of the tender processing and even after award of the contract). It will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.
- (7.13) **The tenderer is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c of five immediately preceding financial years ending on 31st March 2022. For proprietorship firms, proprietor's balance sheet, also, may please be submitted.**
- (7.14) Not accompanied by all requisite documents.
- (7.15) Canvassing in any form shall lead to disqualification.
- (7.16) The tenderer submits an incomplete Banning Policy and Guidelines Document, or Banning Policy and Guidelines Document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Banning Policy and Guidelines.
- (7.17) **The tenderer shall not outsource any part of the scope of work and non-disclosure of such association will lead to disqualification.**
- (7.18) **The tenderer shall not deploy any former employees who served SCI in the last one (1) year.**
- (7.19) The tenderer is not ready to provide his services from applicable date.
- (7.20) Price offer or Price Break up format with Price quotes submitted with technical offer in GeM.

(8.0) BILLING

- (8.1) The Contractor shall submit their original invoice, complete in all respect, to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai, accompanied by:-
 - (i) Copy of the SAP generated **PURCHASE ORDER** from the IAD Dept. of the Corporation specifically mentioning SAP code of each activity.

Please note that all documents viz. Purchase Order, and Invoice must contain SAP Material / Service code, Service description.

- (8.2) Bills will be settled only when all services mentioned in the corresponding Purchase Order

are executed. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part services till the order is fully executed.

- (8.3) Payment of bills will be made after due scrutiny and checking by the Bills Department within **120 days** from the date of submission of bills, complete in all respects.
- (8.4) 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.
- (8.5) **GST, if any, needs to be indicated separately in the bills.**
- (8.6) **Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. 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.**

(9.0) GOOD AND SERVICE TAX CLAUSE

Registration & GST Rate:

- 1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- 2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- 3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in__%.
- 4. 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.

Invoicing & Payment:

- a) The appointed firm shall submit Tax invoice on quarterly basis only on acceptance of internal audit reports by Audit committee of Board 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 **SCI GSTIN** as below:
 - i) **MUMBAI Maharashtra 27AAACT1524F1ZQ**
 - ii) **Service Accounting Code for professional services.**
- b) Name & address of supplier
 - i. GSTIN of Supplier
 - ii. Consecutive Serial Number & date of issue
 - iii. Description of 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 supply
 - ix. Address of delivery if different from place of supply
 - x. Signature of authorized signatory

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

- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii. Discharging the GST tax liability to the Government.

- iii. Submission of Tax Invoice to CORPORATION.
- iv. Submission of proof of payment of GST to CORPORATION.
- v. Availment of Input Tax Credit by CORPORATION.

(10.0) 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.
- c. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST, if applicable thereon shall be recovered from the contractor.

(11.0) PRICE BID EVALUATION:

- (11.1) Bidders to submit Lumpsum offerings (total price quote) inclusive of GST in GeM – “Offer Price” tab. Bidders are required to Upload Price Breakup of the Lumpsum offering in GeM (Financial Upload) in pdf format only (Max size 10mb). The format of Price Break up for Lumpsum offerings is available at Part II of the Tender document.

Bidders/Tenderers must quote in the format of Price Break up as per SCI specification without any exclusion or deviation there from. Bidders are requested to fill in the Price breakup format carefully.

The total number of quarters will be multiplied by the corresponding quoted professional fees inclusive of GST per quarter by each tenderer to arrive at the overall financial implication. Thus, **total professional fees inclusive of GST shall be considered to decide the order of competitiveness.**

Conditional discounts will not be taken into account for the financial evaluation.

The lumpsum price derived from the Price break up format should tally with the Lumpsum offerings inclusive of GST submitted by the bidder in GeM portal.

Bidders to note that the Lumpsum Price offering inclusive of GST quoted in GeM will be considered as final.

Party position/ranking will be basis bidder submitted lumpsum offerings in GeM.

Price break up as provided in the PDF upload by the bidder shall not be a part of L1 evaluation. However, the PDF document uploaded by the bidder will be considered as part of the contract.

(11.2) GST % quoted by the tenderer shall be considered for financial evaluation and establishment of party position.

However, if the quoted GST % varies from the actual applicable GST %, then in such cases at the time of award of contract or its execution thereafter, following shall apply:

- (i) If quoted GST % is lower than the actual applicable GST % - The actual applicable GST% will be paid, however, the base price shall be adjusted to the extent of increase in GST % (i.e. the quoted Base Price shall be lowered to the extent of differential GST% such that final "All inclusive FOB supply Rate" with revised GST shall remain same as per the original "All inclusive FOB supply Rate" basis quoted rates.)
- (ii) If quoted GST % is higher than the actual applicable GST % - Actual GST shall be paid. There shall be no change in quoted base price.

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

(11.4) The tenderer may take note that the award of contract would be on the basis of total financial implication and the decision of the Corporation for award of contract will be final and binding on the tenderer/s.

(11.5) **The number of parties to perform the contract will be ONE (01).**

(11.6) Tenderers with whom the corporation has dealt with earlier may also note that their performance during past contracts with Corporation and also if they had committed breach of contracts or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/non award of contract will be the sole discretion of the Corporation.

(11.7) The submission of a tender by a Tenderer implies that he has read these instructions and has made himself aware of the scope of work and the conditions of contract and the corporation will not therefore, pay any extra charges on any account in case the Tenderer finds later on to have misjudged the conditions.

(11.8) 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.

(11.9) Once the parties are assessed and technically qualified, the Part II (Professional Fees Offer – E-quotes) of only those parties who are technically qualified will be opened in GeM portal.

(11.10) Normally, the selection is based on the basis of lowest Professional Fees offer given by the parties in Part II. However, the Corporation reserves its right to reject any offer whether lowest or not. The decision of the Corporation in this regard shall be final and binding.

(11.11) Part II of the offer document of the parties, technically qualified by the Corporation, will be opened in presence of their representative. Those parties, who desire to remain present at the time of opening of the Part II may do so. The date and time will be informed separately. In view of the COVID conditions, the opening of the Part II may be done online. The online link for same shall be shared with the technically qualified parties who may remain present at the time of opening of the Part II.

(12.0) EARNEST MONEY DEPOSIT (EMD)

- i. Earnest Money Deposit (EMD) Amount: **INR 50,000/- (Indian Rupees Fifty Thousand only).**
- ii. Tenderers are also required to pay/remitt Earnest Money Deposit (EMD) to the Corporation's Bank Account (Account details furnished at **Clause 6.0 of Section III**) to participate in the GeM tender.
- iii. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) towards EMD should be uploaded

- along with technical offer.
- iv. Furnished EMD is refundable (without interest), except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
 - v. Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. 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.
 - vi. The amount will be refunded to the unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period, whichever is earlier.
 - vii. The Earnest Money Deposit (EMD) is payable to the successful tenderer only after his accepting the contract and submission of Security Deposit and/or Performance Guarantee.

IMP: TENDERS RECEIVED WITHOUT EMD AND TENDER FEES (FOR NON-MSME VENDORS) ARE LIABLE TO BE REJECTED.

(13.0) RISK PURCHASE CLAUSE

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

- (a) Tenderer has failed to arrange services from the date of commencement of the contract, or
- (b) The services are not arranged in time, or assigned job has not been completed in time, or
- (c) The services rendered by the tenderer are found unsatisfactory, or
- (d) The services do not conform to the quality/ specifications indicated in the contract

The Corporation will be at liberty to obtain the services from alternative source(s) at tenderer(s)'s risk and cost including invoking/ resorting to apply any other Clause of this tender Document.

(14.0) PENALTY CLAUSE

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

A. Involved in wrongful billing

- (i) To issue a warning letter for first contravention and recover the excess amountbilled.
- (ii) On second contravention, to recover the excess amount billed and impose additionalpenalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contractforthwith and forfeit the Security Deposit and/or Performance Guarantee Amount.

B. Not rendering service as per the provisions of the Contract

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, **a monetary penalty will be imposed equal to 1% ofannual contract value or loss borne by SCI whichever is higher.** This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Shipping Corporation of India", payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited.

14.2 "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."

14.3 "In case (i) performance of the Contractor is not satisfactory or (ii) Contractor/ is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the vendors/ Contractor is under suspicion or if there is any action by the Contractor which may result in damage to the brand image and/ or result into commercial loss to SCI, SCI may consider suspension of business dealings with such Contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the Contractor, same will be initiated by the Corporation or suspension revoked, as the case may be".

(15.0) PROHIBITION OF INSIDER TRADING

Internal Auditor and the audit team members deployed by Internal Auditor for this assignment are bound to comply with the provisions of The SEBI Act, 1992 and The SEBI (Prohibition of Insider Trading) Regulations, 2015 and amendments thereto.

(16.0) TERMINATION CLAUSE

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

- (a) If the Internal Auditor is adjudicated insolvent by a Competent Court or files for insolvency or if the Tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (b) If the Internal Auditor commits any breach of the terms of this contract / tender document with the Corporation.
- (c) If any charge sheet is filed by a competent authority of the Government against the tenderer or the company, or the tenderer is convicted by a criminal court on grounds of moral turpitude. It is clearly understood by the internal auditor that if a charge-sheet is filed by any competent authority of the government against internal auditor, the internal auditor 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) The tenderer is involved in wrongful billing. In addition hereto wrongful billing shall also result in the Tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning guidelines of the Corporation in force.
- (e) In the event of unsatisfactory service or failure on the part of the Internal Auditor, at any time, to carry out the terms and conditions of the appointment /contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation reserves the right to forthwith terminate the appointment /contract and in such an event the tenderer shall have no claims whatsoever against the Corporation in consequence of such termination of the contract.
- (f) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- (g) Information furnished in Part-I (Technical Offer) including of supporting documents is found to be incorrect or false at any time during the tenure of the contract including the extension period if any.

- (h) the event of Internal Auditor taking any other assignment in SCI during the contract period including extension period.
- (i) The tenderer assigns the contract to any other persons.
- (j) The tenderer commits any breach of the terms of the signed declaration for Conflict of interest (Affidavit cum undertaking), without prejudice to any other rights of the Corporation available to it under this document.

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

(17.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

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

- i) The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.
- ii) The Tenderer increases the quoted prices during the validity of the tender / extension granted on the validity.
- iii) The tenderer seeks amendment of tender terms or the price offer submitted after submission of tender.
- iv) The Tenderer fails to accept the contract, if awarded, or fails to submit Security Deposit and/or Performance Guarantee on award of the contract.
- v) The Earnest Money Deposit shall be summarily forfeited for submitting the tender without filling the details in and/or not signing the 'Banning Policy and Guidelines'. If the tenderer has been disqualified from the tender processing prior to award of the contract according to the provisions under Banning Policy and Guidelines, SCI shall be entitled to impound the EMD along with penal amounts imposed as per the provisions of the Banning Policy and Guidelines.

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

- (i) merging with some other company or
- (ii) collaboration with some other company or
- (iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the Tenderer's firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation's Management.

(19.0) EXIT CLAUSE

The CORPORATION at its sole discretion can terminate the appointment / contract without assigning any reasons whatsoever by giving **THIRTY (30)** days' notice to the firm. The decision of SCI in terminating the appointment / contract will be final and binding on the firm.

(20.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- (20.1) The successful tenderer will have to deposit a Security Deposit which will be equivalent to 3% of the value of the contract or Rs. 10,00,000/- (Rupees Ten Lakh only) whichever is less, in the form of Bank Guarantee, of any Nationalized Bank which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract. (refer Bank Guarantee Format – Part I – Section IX)
- (20.2) Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.

- (20.3) In case of termination of the contract for any reason as per relevant clause of the tender 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 Corporation in consequence of such termination of the contract.
- (20.4) 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 and/ or Performance Guarantee shall stand forfeited.
- (20.5) No interest shall be payable on the Security Deposit and Performance Guarantee.
- (20.6) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (20.7) The Security Deposit and/ or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- (20.8) If the Corporation has terminated the contract or if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Tenderer, liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Guarantee, whichever is higher.

(21.0) VALIDITY

- (21.1) The rates given by the parties should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/ acceptance of the tender takes more than six months, the tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.
- (21.2) In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

(22.0) 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.

(23.0) WAIVER

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

- 23.1 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;
- 23.2 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.

(24.0) INDEMNITY

The Contractor shall defend, indemnify and hold the Corporation harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Contractor /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Contractor or by third party.

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 Contractor 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 Contractor in the performance of his obligations under this contract.

(25.0) FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under 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, pandemic, 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 labour 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 are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling 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.

(26.0) 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.

(27.0) JURISDICTION

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

(28.0) ARBITRATION

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.

The venue of the said Arbitration shall be at **Mumbai**.

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

(29.0) BANNING POLICY AND GUIDELINES

The tenderer shall submit the tender along with the 'Policy and Guidelines for Removal/Suspension/Banning of Entities' issued along with the tender document (Part-I SECTION VI), duly signed on all the pages and details filled in properly. All pages of the Banning Policy and 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/she represents. The acceptance of Banning Policy and Guidelines shall be unconditional and the tenderer must not change any contents of the Banning Policy and Guidelines. The signed Banning Policy and Guidelines should be enclosed with the Technical Offer of the tender only. Tenders received without the signed Banning Policy and Guidelines and/or without details filled in, shall be rejected.

(30.0) 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:

- (30.1) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- (30.2) CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- (30.3) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- (30.4) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (30.5) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- (30.6) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed

terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- (30.7) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (30.8) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;
The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- (30.9) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- (30.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (30.11) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- (30.12) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

(31.0) DECLARATION FOR CONFLICT OF INTEREST

The bidder/tenderer shall sign a declaration for Conflict of Interest with the Corporation as detailed in Annexure “A”. In the event any breach takes place of those covenants, the Corporation reserves its right to proceed against the bidder/tenderer in such a manner as it deems fit.

THE DECISION OF THE COPORATION IN THIS REGARD SHALL BE FINAL AND BINDING ON THE TENDERERS.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Tenderer)

Full Name: Designation: Company seal:

Place :

Date :

N.B. –
Please ensure that all pages of the technical offer are duly signed and stamped on each page before scanning and uploading the same.

ANNEXURE "A"

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

DECLARATION OF CONFLICT OF INTEREST
AFFIDAVIT-CUM-UNDERTAKING

(To be executed in Rs. 100 Non Judicial Stamp Paper)

We, the undersigned ("Bidder") are submitting our bid in respect of the "**GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25**", Dated 06.01.2023 ("**Bid Id:GEM/2023/B/2937179**") issued by the "The Shipping Corporation of India Limited", a Central Public Sector Undertaking, having its registered office at Shipping House, 245, Madame Cama Road, Mumbai 400 021, Maharashtra (hereinafter referred to as "SCI"), which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its assigns and successors in interest and in relation to appointment of Internal Auditor of The Shipping Corporation of India Limited on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for the period of two years i.e. for FY 2023-2024 and FY 2024-25 and in this connection we hereby solemnly affirm, declare and undertake on oath as follows:

- (1) There is no Conflict of Interest with respect to the strategic disinvestment as on date and till the strategic disinvestment process of SCI is concluded.
- (2) During the tenure of our engagement for this contract of appointment of Internal Auditor, we shall keep the SCI informed, without delay, arising out of conflict of interest circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-I** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the SCI and granting of such approval shall be the sole discretion of SCI and shall be binding on us.
- (3) We understand that:
 - (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the SCI would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of this subject contract. SCI may also terminate our engagement for this subject contract, in whole or in part, if such termination is absolutely necessary in view of the SCI to avoid the appearance of a Conflict of Interest.
 - (ii) SCI would be entitled to terminate our appointment if any of the affirmation / declaration / undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.

Definitions

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

1. **Tenderer or Bidder or vendor** shall mean and include the proprietor, firm/LLP or a body Corporate etc. who has submitted the tender.
2. **Strategic Disinvestment:** means the transaction by the Government of India of Strategic Disinvestment of its equity shareholding of 63.75% in SCI, a CPSE under the administrative control of Ministry of Port, Shipping and Waterways (MoPSW) along with transfer of management control.
3. **Conflict of Interest:** Conflict of interest in relation to the Strategic Disinvestment shall without limitation is deemed to exist or have arisen if:
 - (i) The bidder / tenderer whether itself and / or for / with or in association with or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government / SCI or any such activity / association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
 - (ii) The bidder / tenderer whether itself and / or for / with or in association with or on behalf of or through any other Entity is engaged in advising and / or have taken up engagement for advising / consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction / matter ("Third Party Transaction") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government / SCI.
 - (iii) The bidder / tenderer has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Strategic Disinvestment, in offering any advice recommendations or in providing technical assistance or other services to the Government / SCI as part of Consultant engagement obligations / duties.
 - (iv) In relation to a Strategic Sale/Disinvestment by the Government of India / DIPAM / Ministry of Ports, Shipping and Waterways/ SCI, the bidder / tenderer has taken up any engagement with buyer / potential buyer of such strategic sale/disinvestment or with their associate, parent, subsidiary, related party.

Any other situation, possible source or potential areas of interests which may impair bidder / tenderer ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards Government / SCI in respect of the Strategic Disinvestment or result in it being given an unfair competitive advantage to any other person.

4. **Entity** shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.

Appendix I hereto shall constitute and shall be deemed to form an integral part of this document.

Appendix-I

DETAILS OF PRESENT / POTENTIAL CONFLICTS / FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST

S. No	Name of the Entity, in which interests Conflicts exit / may arise	Relationship of the Bidder/Tenderer with the Entity	Nature / areas of conflict / potential conflict	Duration of subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict / potential conflict of interest

Seal with signatures of authorized signatory of the Bidder/Tenderer

PART - I

SECTION – IV

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

FORM OF PARTICULARS

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1)	Name of the Firm/Company with Registration No. and date of Registration of the Firm.	
2)	Registered Office Address & Date of establishment	
3)	Telephone(s)	
4)	Mobile Number(s)	
5)	Fax Number(s)	
6)	Email Address(es)	
7)	Branch office Address & Date of establishment.	
8)	Contact No of Partner	
9)	If a subsidiary Company, Name & Address of the holding company	
10)	Year and Date of Establishment of the Firm/Company	
11)	Is your company Proprietorship or Partnership or Private or Public Limited Company? Please specify. [Please enclose copy of Partnership Deed / Memorandum & Article of Association, Organization Chart and <u>Audited Balance Sheet, Profit & Loss Account your company for the last five years]</u>	
12)	Name(s) of Proprietors/Partners in case of Proprietary concern or Name of Director in case of Limited Co.	
13)	Please state whether your Proprietor/ Partners/ Directors have any relation with SCI agents or with any other Shipping Lines. If so, kindly furnish details.	

14)	Annual Turnover of Audit firm – for three years, ending 31st March of the previous financial year	
15)	Name, Membership No. and date of Joining of existing partner with the firm having the longest association.	
16)	Name, Membership No. of the full time partners and full time qualified persons having more than 5 years experience of practice in the firm whether ACA,/FCA/PCA/ACMA/FCMA/PCMA as on 01.04.2022.	
17)	Name, Membership No. of the full time partners and full time qualified persons having more than 5 years experience of practice in the firm as on 01.04.2022 having SAP/ DISA / CISA.	
18)	Name, Membership No. and joining date of the full time partner / full time qualified persons with more than 5 years experience in practice with the same firm as on 01.04.2022.	
19)	Name, Membership No. and joining date of full time qualified assistants who is a ACA / FCA / PCA / ACMA/FCMA/PCMA having experience of 5 years or less and is working with the firm as on 01.04.2022.	
20)	Name, Membership No. and joining date of semi-qualified assistants (Inter Cost/Inter Chartered-IPCC-both group) & is working full time with the firm as on 01.04.2022.	
21)	Year wise experience of the firm in conducting Statutory / Internal Audit in 2 years in last 5 years: a) Name(s) of PSU/Govt. Companies/Public Limited Cos. having annual turnover Rs. 500 crores and above.	
22)	Do you employ contract employees? (If yes state thenumber of such employees)	
23)	Permanent Account Number (PAN) of your company. (Please attach copy)	PAN NO.: _____
24)	GST certificate of your company. (Please attach copy)	GST NO.: _____
25)	Is your firm registered under MSME? If yes: UAN no: (Enclose Udyog Aadhar Certificate)	UAN NO.: _____

26)	Name(s) of your Bankers and their Address [Please attach a certificate from your bankers about your financial status and credibility showing solvency position]	
27)	Any other additional facilities you can make available to the Corporation.	
28)	Whether your firm has been disqualified by any Shipping Company at any time in the past for similar contract. If yes, state reasons.	
29)	Whether your firm has been disqualified by the SCI at any time in the past for this particular contract. If yes state reasons.	
30)	Whether your firm has been disqualified by the SCI at any time in the past for any other contract. If yes, state reasons.	
31)	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. (If Yes, give full details)	
32)	<u>Tender Fees:</u> Particulars of Bank Swift copy / UTR No. Enclosed with the Technical Offer of the Tender.	UTR No.: Rs. 2,950/- Date of Issue: Drawn On:
33)	<u>Earnest Money Deposit</u>	UTR No.: Rs. 50,000/- Date of Issue: Drawn On:
34)	Whether Declaration of ineligibility i.e. I/we have not been banned/de-listed/de-barred from business by any Public listed companies or Private companies during past 05 (five) years submitted. (Ref Part I, Section X)	Yes or No
35)	Whether declaration wrt Conflict of interest attached as Annexure A is submitted.	Yes or No
36)	Whether the declaration for submitting the price quotation as per SCI Bid format in Part II only submitted.	Yes or No

Further , the following documents are required to be submitted online:

1. Self-attested copy of membership Certificate of Partners and full time qualified persons issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India.
2. Self-attested copy of Certificate of Practice of Partners and full time qualified persons issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India.
3. Self-attested copy of Registration Certificate of ACA/FCA/PCA/ACMA/FCMA/PCMA/Firm/LLP issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India.
4. Self-attested copy of PAN Card of ACA/FCA/PCA/ACMA/FCMA/PCMA/Firm/LLP.
5. Self-attested copy of GST Registration Certificate (if applicable).
6. Self-attested copy of work order issued of Statutory/Internal Audit issued by PSU/Govt.Companies.
7. Self-attested copy of document showing location of Headquarters/Branch office at Kolkata/other places.

In the absence of the above documents the offer will be rejected. The documents uploaded online to the offer must be serially numbered and duly signed by the bidder with official seal.

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

Date: _____

Place: _____

Signature of Tenderer)

Full Name: _____

Designation: _____

Rubber Stamp:

PART – I

SECTION – V

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

SCOPE OF WORK / DUTIES AND RESPONSIBILITIES

The minimum scope of work to be covered in the Internal Audit is indicated below which is indicative and is not exhaustive:

- a. Examine, evaluate, and report on the adequacy and effectiveness of the internal control systems / IFC as per SCI defined RCM. These systems are established to ensure adherence to policies, procedures and instructions so as to
- achieve efficiently and economically SCI 's financial, operational and strategic objectives;
 - safeguard the interest arising from all assets;
 - secure the relevance, reliability and integrity of information, for ensuring as far as possible the completeness and accuracy of records including financial reports; and
 - Ensure compliance with all statutory requirements.
 - Wherever such systems for governance and controls require improvements, recommend improvements thereof.
 - Ensure compliance of IFC manual.
- Verifying the compliances of the laid down Internal Financial Controls by the company. -
Reporting deficiencies / deviations in the prescribed Internal Financial Controls, if any
- b. Develop an audit plan based on an assessment of adequacy and effectiveness of risk management process in place and the quality of the systems designed to mitigate the identified risks.
- The Audit Plan should cover all operations of the corporation at its offices at Mumbai and other locations as mentioned above on monthly and quarterly basis.
 - The Audit Plan should cover the entire period beginning from the closure of the last audit till the date of the current audit.
 - High risk areas should be covered in all the quarters. Top 10 risks from GRC should be dovetailed with the Internal Audit Plan. The audit plan should identify how Internal Auditor will:
 - obtain assurance on the effectiveness of the governance and risk management processes; and
 - evaluate and test the effectiveness of controls in place to manage the identified risks.

The Audit Plan shall also include subjects referred to in by the Board of Directors of SCI, the statutory auditors, CAG, the Committees of the Board, SCI management etc from time-to-time. The Internal (External) auditor to provide observations regarding the systems designed to eliminate / mitigate the identified risks along with the classification of risk with solutions to any gaps. Ongoing efforts to be put for mitigating risks and is reported on quarterly basis with action taken on gaps and implementation of solutions. The Internal (External) auditor to

comply with the internal auditing Standards issued by ICAI from time-to-time and Standards/Guidelines issued by Institute of Internal Auditors, India Chapter / USA risk based internal audit; comply with standards/guidelines issued by SEBI, SEBI (Listing Obligations and Disclosure Requirement) (Amendment) **Regulations**, 2018 guidelines and other statutory authorities like Ministry of Corporate Affairs, Companies Act, 2013, RBI etc and any amendments from time to time.

- c. Furnish status of action Reports / Progress Report every quarter on their earlier Reports.
- d. Furnish comments / rejoinders on ATR / SAR periodically.
- e. Furnish Certificate on Governance, Risk Management, Controls and Compliances with every Internal Audit Report

Deliverables

The Internal Auditors will submit their Internal Audit reports as follows:

(A) Financial Accounts

Reports	Timelines
Quarterly Internal audit report (QIAR) – Draft	7 days from quarter end and final report to be issued within next 14 days (Total = 21 days from end of quarter)
Finalisation of Quarterly Internal audit report with closure of open observation with Auditors rejoinder and issue of final report to the Audit committee of the board along with Executive Summary.	

(B) Limited Review Reports as per schedule indicated herein below at

1 st Quarter	3 weeks from Close of 1 st Quarter
2 nd Quarter	3 weeks from Close of 2 nd Quarter
3 rd Quarter	3 weeks from Close of 3 rd Quarter
4 th Quarter	3-4 weeks from Close of 4 th Quarter

(C) Internal Audit Manual – Internal auditor to review existing SCI Internal audit Manual and provide suggestions / recommendations within six months from the date of appointment as an Internal Auditor of SCI.

Reporting of Internal Auditors

- (a) The Internal auditor will be appointed under relevant section of the Companies Act, 2013 by Audit committee of Board and shall be reporting directly to Audit committee of board. The Internal Audit work must be performed on concurrent basis.
- (b) The internal auditor will issue Quarterly Internal Audit report, Limited review report and any other report as directed by SCI Committees of Board, SCI management from time to time. The Audit Reports must be submitted along with a soft copy.

Procedure of Internal Audit

- (a) The audit plan will be approved by the Audit Committee of Board. On the basis of approved Audit Plan, the internal audit should be conducted.
- (b) An opening meeting with Director as per Audit Plan, an SPOC shall co-ordinate for Internal Audit.

- (c) The audit observation will be discussed with the process owner. A draft observation shall further be discussed with respective Head of Department for explanation/ clarification if any
- (d) Open observation should be discussed with the Head of division.
- (e) Final observations should be discussed in the closing meeting with Head of division along with the respective division responses (Sign off for responses from Head of division). Internal auditor shall also incorporate recommendations and suggestions for each open observation.
- (f) The firm will be responsible for obtaining the Management Responses from the user divisions/departments within the given timelines.

Submission of Internal Audit report

- (a) Final report should be prepared and submitted to the Head of the Internal Audit Department with Auditors' rejoinders (2 nos. - hard copy alongwith soft copy). The Internal Auditors' rejoinders to contain suggestions and recommendations to eliminate / reduce risks, strengthen controls and streamline processes.
- (b) The head of Internal Audit will on evaluation of the Report with Director (Finance) will submit the final Audit Report to Audit Committee of board.
- (c) The internal auditor will make presentation giving Executive summary of the final report to Audit committee of board. In addition the Internal auditor will also present status Reports / Progress Report alongwith SAR (Status of Actions Reports of the previous Internal Audit Reports) every quarter on their earlier Reports.
- (d) On acceptance of the report by Audit committee of Board, professional fees will be paid as per the tender terms.

Categorisation of Audit observations

The audit observations in the Internal Audit Report shall be assigned, priorities as under:

HIGH	A weakness of serious irregularity/nature which, if not addressed, has a potential to affect financial and operational management, requiring immediate action.
MEDIUM	Where improvement in control is needed to reduce risk of undetected errors / irregularities. To consider action within a reasonable time period.
LOW	Area, having potential for improvement, to comply with best practices or to strengthen control environment

- a. Any observation impacting the P&L statement to be highlighted.
- b. The effectiveness of internal audit depends substantially on the quality, training and experience of the auditing staff. Therefore the firm should employ staff with varying types and levels of skills, qualifications and experience in order to satisfy the requirements of each internal audit task.
- c. The Internal Audit Reports so submitted by the Internal Auditor 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, Company or Authority, etc.
- d. The information/documents made available to the Internal Auditor during the period of this assignment shall be treated in strict confidentiality and shall not be made available outside the firm without SCI's specific consent.
- e. The Audit Scope is reviewed by the audit committee which may modify / amend / broaden the scope from time to time. Internal auditors shall at all time comply with amended regulations.
- f. The Internal Auditors shall furnish, every quarter, Status Reports / Progress Reports on the earlier Audit Reports.
- g. The Internal Auditors shall furnish their comments / rejoinders on ATR / SAR periodically.
- h. The Internal Auditor to review the gaps, deficiencies and weakness in IT Systems
 - (a) as identified or reported by the System Auditor / IT Auditor and

- (b) as observed during the course of their Internal control audit / IFC audit, and
Report the deviations (if any) to the management and suggest the preventive / corrective measures for the deficiencies / lapses in controls observed.

Audit Team

- a. The effectiveness of internal audit depends substantially on the quality, training and experience of the auditing staff. Therefore, the Internal Auditor should employ staff with varying types and levels of skills, qualifications and experience in order to satisfy the requirements of each internal audit task.
- b. The internal auditor **must deploy 15 audit team members** to work for all working days & per clause d for internal audit work in the Corporation throughout the contract period and must furnish their names with qualifications at the time of appointment. Any changes in the Team composition should be officially informed to Head of the Internal Audit Department including new appointment, resignation etc. If any deviation found with respect to deployment of Audit team during the period of the contract same will attract a penalty of 10%.
- c. One of the audit team members must be a "Team Leader" (Chartered Accountant). He will be associated with the team and be a focal point for co-ordinating the assignment on day-to-day basis in SCI. He must be stationed at H.O. throughout the contract period.
- d. All the audit team members deployed by the Internal Auditor must have SAP exposure / experience and must consist of following:
 - a) Team Leader – 1 (CA/CMA)
 - b) CA/CMA - 1
 - c) SAP / CISA / DISA qualified – 2
 - d) Balance Audit team members to be semi-qualified / articles with SAP experience.
- e. Shipping being specialized business, the composition of the audit team given at the time of appointment should not be changed. However, in exceptional circumstances, if the key personnel i.e. team leader, SAP certified auditors, CISA/DISA auditors need to be changed at any time, it may be done with the approval of Head of Internal Audit Department of the Corporation.
- f. **The tenderer shall not deploy any former employees who served SCI in the last one (1) year.**

Confidentiality

- a. The information/documents made available to the Internal Auditor 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. Any information / document made available to outside firm / Co., without consent of SCI shall be treated as Breach of Confidentiality.
- b. The Internal Audit Reports so submitted by the Internal Auditor 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.

PART – I

SECTION – VI

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

BANNING POLICY AND GUIDELINES DOCUMENT

The Shipping Corporation of India Ltd.

Policy and Guidelines for Removal / Suspension / Banning of Entities

Policy and Guidelines for Removal / Suspension / Banning of Entities

1.0 Introduction.

The Shipping Corporation of India Ltd. (SCI), a premier commercial organisation, is committed to maintaining ethics of the highest standard and 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 or repeated poor performance on the part of bidders/vendors/contractors/agents. SCI in all its business dealings endeavors to maintain competency, 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 repeated poor performance 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 to 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 (including repeated poor performance) in the tendering process or in the execution of contracts awarded / orders issued to them.

2.0 Scope:

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

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

3.0 Definitions:

In these Guidelines, unless the context otherwise requires: -

The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor /Agent/ 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 Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

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

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

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

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at clause 3.0 iii (a) and clause 3.0 iii (b) 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.

4.0 Grounds for initiation of Banning Business Dealings:

4.1 If considerations of security, sovereignty, or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.

- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair /unethical practices, formation of cartel with other entities with a view to artificially hike the prices
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning may also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual obligations.
- 4.10 Established litigant nature of the Entity to derive undue benefit.
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16 Continued poor performance or any other action of the vendors/contractors/Agents--which may result in damage to the brand image and/or result into commercial loss to SCI.
- 4.17 Failed to honor the bid without sufficient grounds.

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

5.0 Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4.0) will initiate the banning process by forming a Investigating Committee comprising of Representatives from concerned User Division, Contracting Division and Finance Division. The User /

Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating 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 and the appellate Authority would be as defined in Clause 3.0 (iii) as above.

6.0 Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in 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.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity maybe informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defense.
- 6.9 Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the "Entity".

7.0 Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the non-performance/misconduct / default.

7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings” as referred in Clause 5.0 above. 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 8.1.
- (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
- (iv) To submit recommendations to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 8.1 and an enquiry held accordingly.

8.0 Show-cause Notice:

8.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or 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.

8.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4.0).

8.3 If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.

8.4 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 / Contactors, etc.or
- c. For banning business dealings with the Entity.

8.5 The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.

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

9.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban for a period of one (1) year or for the balance period of the contract whichever is longer.

9.2 The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.

10.0 Appeals against the Decision of the Competent Authority:

10.1 No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry's advice.

- 10.2 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 made within one month from the date of receipt of the order banning business dealing, etc.
- 10.3 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.
- 10.4 **Duration of Banning:** Ordinarily the period for which an Agency is banned should not be less than six months and should not exceed 2 years. However, in extraordinary circumstances the period can be more than 2 years.

11.0 Review of the Decision by the Competent Authority

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

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

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

13.0 Effect of Banning and Suspension of an Entity:

- (a) The entity after issue of order of banning /suspension shall be debarred from participating in any of the tenders of SCI during the banning/suspension period and the same shall also be hosted on SCI website.
- (b) If the entity has already participated in the tender and price bids are not opened, the technical bids of such entity will be rejected. If the price bid of the tender is already opened and happened to be L1, the tender has to be cancelled and re-tender has to be issued. If the entity is not L1, the tender can be processed further.
- (c) Banning does not preclude a claim for damages for non-performance.
- (d) Banning does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.

14.0 Revocation:

Suspension/ Removal of an entity shall be deemed to have been automatically revoked on the expiry of suspension/ Removal period and it will not be necessary to issue a specific formal order of revocation. However, in case of

Banned entities, the same shall continue to remain in force unless it is specifically revoked based on the firm's representation with the approval of the Competent Authority who has earlier accorded approval for banning.

- 14.1 In banning cases, where the proprietor of the entity, its employee, partner or representative is convicted by a court of law for offences involving moral turpitude in relation to business dealings, may be revoked if in respect of the same facts, accused has been wholly exonerated by court of Law.
- 14.2 A banning / suspension order may, on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.

These guidelines shall be applicable for and be part of the Tender document

PART – I

SECTION – VII

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

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

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

Explanation -

 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust

and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

UNDERTAKING

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

Place:

Signature of the Bidder

Date :

with rubber stamp of the Company

Enclosures:

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

PART – I

SECTION – VIII

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TECHNICAL OFFER

Sr. No.	Particulars	Documents Required	Indicate (Yes/No)	Page No.
1)	COPY OF BANK SWIFT / UTR NO. TOWARDS EARNEST MONEY DEPOSIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2)	COPY OF LICENCE / REGISTRATION CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
3)	LAST FIVE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
4)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
5)	COPY OF INVOICES OR CERTIFICATE ISSUED TO THE FIRM FOR CONDUCTING STATUTORY / INTERNAL AUDIT IN 2 YEARS IN LAST 5 YEARS: NAME(S) OF PSU/GOVT. COMPANIES/PUBLIC LIMITED COS. HAVING ANNUAL TURNOVER RS. 500 CRORES AND ABOVE.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
6)	LATEST ORGANIZATION CHART OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
7)	COPY OF PAN CARD	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8)	YEAR AND DATE OF ESTABLISHMENT OF THE FIRM/COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
9)	BRANCH OFFICE ADDRESS & DATE OF ESTABLISHMENT.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
10)	COPY OF M.S.M.E CERTIFICATE WITH UAN NO.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
11)	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
12)	COPY OF GST REGISTRATION CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
13)	STAMPED & SIGNED COPY OF BANNING POLICY AND GUIDELINES FOR REMOVAL/ SUSPENSION/ BANNING OF ENTITIES SIGNED BY THE SAME SIGNATORY WHO SIGNS THE BID DOCUMENT.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

14)	STAMPED & SIGNED COPY OF GUIDELINES FOR ELIGIBILITY OF A "BIDDER" FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
15)	STAMPED & SIGNED COPY OF TENDER DOCUMENT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
16)	STAMPED & SIGNED UNDERTAKING FOR DECLARATION TOWARDS CONFLICT OF INTEREST	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
17)	STAMPED & SIGNED UNDER TAKING FROM BIDDER – DECLARATION OF INELIGIBILITY	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
18)	STAMPED & SIGNED UNDER TAKING FROM BIDDER – DECLARATION OF SUBMISSION OF PRICE QUOTATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

NOTE: The bidders may kindly ensure to attach the above documents with Technical Tender, Part I in the sequence given above and mention YES or NO by tick marking.

Also, all documents to be serially numbered and total number of pages indicated on Covering Letter.

PART – I

SECTION – IX

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY2024-25

**DRAFT BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(TO BE SUBMITTED AFTER AWARD OF CONTRACT)**

THIS DEED OF GUARNATEE made on the _____ day of _____ **2018** _____ BY _____ (hereinafter called “the Bank”) of the ONE PART in favour of The Shipping Corporation of India, etc. of the OTHER PART;

WHEREAS by an Agreement No. _____ dated _____ - made between _____ carrying on business in partnership/company etc. under the firm/co. name of _____ at _____ (hereinafter called “the Contractor”) and the said The Shipping Corporation of India Limited, the Contractor has undertaken execution of all work contained in the agreement hereinbefore referred (hereinafter called “the said contract”);

AND WHEREAS in accordance with clause _____ of the said contract the Contractor is desirous of furnishing a Bank Guarantee in the sum of **RS. _____ /-** towards security deposit valid upto nine months beyond the date of completion of the contract.

AND WHEREAS The Shipping Corporation of India Limited had agreed to accept a guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand from The Shipping Corporation of India Limited and without demur pay to The Shipping Corporation of India Limited the aforesaid sum of **RS. _____ /-**.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its guarantee as hereinafter contained;

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The Shipping Corporation of India Limited on demand and without protest the sum of **RS. _____ /-**.
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the sum under clause 1 above without demur and without requiring. The Shipping Corporation of India Limited to invoke any legal remedy that may be available to it, it being understood and agreed **FIRSTLY** that The Shipping Corporation of India Limited be the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by The Shipping Corporation of India Limited from time to time and its demand in that regard shall be final and binding on the Bank **AND SECONDLY** that the right of The Shipping Corporation of India Limited to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith **AND THIRDLY** that the Bank shall immediately pay the sum under clause 1 above to The Shipping Corporation of India Limited on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand **AND LASTLY** that it shall not be open to the Bank

to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and remain valid till nine months after the completion of all works under the said contract, which according to the terms of the said contract, should be nine months from the probable date of completion viz., the day _____ of _____. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to The Shipping Corporation of India Limited the said sum of RS. _____/- or such lesser sum The Shipping Corporation of India Limited may demand.
4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. The Shipping Corporation of India Limited and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to The Shipping Corporation of India Limited under this Deed of Guarantee.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to **RS. _____/-** (INR _____ only) and the Guarantee shall remain in force till the _____ of _____ unless claim or demand under this Guarantee is presented to the Bank within six months from the date of completion of the _____ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF

PART – I

SECTION – X

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and 2024-25

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)

PART – I

SECTION – XI

GeM tender for inviting Offers for appointment of Internal Auditor of The Shipping Corporation of India Ltd. on contract basis (as per the provisions of Companies Act 2013 and amendments thereon) for a period of two years i.e. for FY 2023-2024 and FY 2024-25

Declaration for Submission of Price quotation
(By the Bidder)

I/ We, M/s (Name of the bidder) hereby certify that I/we have submitted the Price quotation inclusive of GST as per SCI's Price Bid format in Part II of the tender Document available and uploaded in GeM portal.

(Kindly fill the blanks)

SAC code: _____

Applicable GST: _____ %

Note:

1. Bidder not to submit any price quote in hard copy.
2. Bidder to quote all inclusive Professional fees for the quarter including GST in GeM Portal only.
3. Tenderers are strictly requested that the quotation has to be submitted in GeM Portal only.
4. Alterations/modification in any form will not be considered.
5. Please note no conditional quotation will be accepted.
6. Total professional fees inclusive of GST shall be considered to decide the order of competitiveness.

For the Bidder / Contractor
(Official Seal)

Date:

Place: