



**The Shipping Corporation of India Ltd.**  
**Purchase & Services Department.**

TENDER REF. NO.:	P&S/GEM/INS/VESSEL/VALUER/2025-26	DATED: 21.10.2024
TENDER TITLE:	GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025	
TENDER FEE	<b>Rs. 500/- + 18% GST i.e. Rs. 90/- = Rs. 590 /- (Rupees Five Hundred Ninety only)</b>	
EARNEST MONEY DEPOSIT (EMD)	<b>Rs. 15,000/- (Rs. Fifteen Thousand only/-)</b>	
DUE DATE & TIME	<b>11.11.2024, 17:00 HOURS (IST)</b>	

<b>CONTENTS</b>		
<b>PART – I (TECHNICAL OFFER)</b>		
<b>SECTION – I</b>	GENERAL INFORMATION	<b>PAGE: 2 to 6</b>
<b>SECTION – II</b>	ESSENTIAL CONDITIONS – ELIGIBILITY CRITERIA	<b>PAGE: 7</b>
<b>SECTION – III</b>	GENERAL TERMS AND CONDITIONS	<b>PAGE: 8 to 22</b>
<b>SECTION – IV</b>	FORM OF PARTICULARS	<b>PAGE: 23 to 25</b>
<b>SECTION – V</b>	SCOPE OF WORK	<b>PAGE: 26</b>
<b>SECTION – VI</b>	BANNING GUIDELINES	<b>PAGE: 27 to 33</b>
<b>SECTION – VII</b>	LIST OF DOCUMENTS TO BE ATTACHED	<b>PAGE: 34 to 35</b>
<b>SECTION – VIII</b>	CONFIDENTIALITY AGREEMENT	<b>PAGE: 36 to 38</b>
<b>SECTION – IX</b>	LIST OF VESSELS	<b>PAGE: 39 to 42</b>

<b>IMPORTANT NOTES</b>	
<b>1.</b>	<b>Technical Offer Documents should be scanned and uploaded in GeM portal.</b>
<b>2.</b>	<b>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.</b>
<b>3.</b>	<b>Lump sum Price Offer quotation should be submitted in GeM portal in "Offer Price"</b>
<b>4.</b>	<b>Size of documents being uploaded should not be greater than 10 MB in size.</b>

## TECHNICAL OFFER TENDER DOCUMENT PART – I

### SECTION – I

#### GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025

#### GENERAL INFORMATION

GeM Tenders are invited by "The Shipping Corporation of India Ltd", hereinafter referred to as the "Corporation", from reputed and experienced valuers registered with IBBI, for appointment of a registered valuer to carry out valuation of owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery (H&M) and War risk insurance covers as well as to arrive at the Net Asset Value for the purpose of determining the impairment of the vessels.

The valuation is required for renewal of Insurance Cover due on 01.07.2025 (Policy Year 2025-26) and also for the policy year 2026-27.

1. Tenderers shall note that Shipping Corporation of India Limited owns 57 ships of various categories like Liner vessels, Bulk carriers, tanker vessels, offshore supply vessels and Manages 33 vessels like mainland to Island passenger vessels, Inter-island passenger vessels, various kinds of research vessels etc. owned by Government of India. The tenderer must be in a position to value all above mentioned kinds of vessels owned and managed by SCI.
2. The tenderer may kindly note that the valuation is required to be done for the representative vessels only. A complete list of vessels owned and managed by SCI and representative vessels for which valuation is required to be carried out is attached at SECTION IX. **The valuation is required to be carried out for 32 owned representative vessels and 20 Managed representative vessels,** presently. Physical inspection would not be required.
3. Tenderer may kindly note that if valuation of any new/ additional vessels is required to be done during the contract period of two years, the valuation for that vessel should be done at the contracted rate only.
4. The tenderer must be registered with Insolvency and Bankruptcy Board of India (IBBI) and should have minimum two years of experience in last five years in carrying out valuation jobs for Oceangoing or Inland Vessels/ Ships/ Barges for insurance purposes.
5. The Tenders should strictly be on the basis of "ALL INCLUSIVE RATES (INCLUDING GST)" for total 52 vessels as per the list. The applicable GST rate for the current year is 18% which is to be considered while submitting the quote.
6. **EMD :**  
The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of INR 15,000/- (Rupees Fifteen Thousand only/-) to Corporation's Bank Account (details mentioned at Clause No. 9 section III below) towards Earnest Money Deposit (EMD), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.

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

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.

The Earnest Monet Deposit (EMD) is payable to the successful tenderer only after his accepting the contract and submission of security deposit and/or Performance guarantee.

As per OM No. F.1/1/2022-PPD issued by Department of Expenditure dated 02.02.2022, the EMD/Bid Security may also be submitted in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee (including e-bank guarantee) from any of the Commercial Banks or payment online in an acceptable form to the Corporation's Bank Account.

**IMP: TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.**

7. Tender fees in the form of electronic remittance of **INR 500 /- + 18 % GST i.e. INR 90/- = INR 590/- (Rupees Five Hundred Ninety only)** to the Corporation's Bank Account (details mentioned at Clause 9.0 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.

#### **8. DUE DATE:**

- a. Tenderer to submit their tenders / responses / bids in the GeM Portal (<https://gem.gov.in>) before the submission due date and time i.e. **before 17:00 hrs on 11.11.2024.**

Tenderer should endeavor to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.

- b. Only online bid on GeM portal will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted.

#### **9. SUBMISSION OF TENDER:**

- a. The tender documents are available on GeM portal i.e. <https://gem.gov.in> for bidders to participate. Bidders have to register themselves in the GeM Portal to participate in tender (they will receive system generated GeM Seller ID and password for log-in to the GeM portal). As per the GeM guidelines, the bidders can upload their response against the GeM tender in GeM Portal. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical / price opening of tender and various other communications about the tender.
- b. A detailed Tender Notice is also available on SCI website [www.shipindia](http://www.shipindia). The interested parties are required to get registered in the GeM portal for accessing and submission of tender online.

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

**10. BROAD INSTRUCTIONS FOR FILLING THE TENDER:**

The Tender response/ bids for subject GeM tender has to be uploaded in two parts:

1. **Part I (Technical Offer)** to be submitted in Technical Bid tab in GeM portal.

**Part – I (Technical offer) includes -**

- SECTION – I: GENERAL INFORMATION  
SECTION – II: ESSENTIAL CONDITIONS (ELIGIBILITY CRITERIA)  
SECTION – III: GENERAL TERMS AND CONDITIONS  
SECTION – IV: FORM OF PARTICULARS  
SECTION – V: SCOPE OF WORK  
SECTION – VI: BANNING GUIDELINES  
SECTION – VII: LIST OF DOCUMENTS TO BE ATTACHED  
SECTION – VIII: CONFIDENTIALITY AGREEMENT  
SECTION – IX: LIST OF VESSELS AS ON 01.10.2024

2. **Part II (Price Offer) includes –**

Price offer template for submission of quotation. (No quotes to be provided in this template).

**Part II Price offer – Bidders to submit the Lumpsum offering (including GST) for 52 vessels (including GST) for a contract period of 2 years under the “Offer Price” tab in GeM portal.**

11. **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 should be 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 and Section-IX {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page.]**

12. **Tenderers are required to download “Technical Offer” (consisting of Section I, II, III, IV, V, VI, VII, VIII and IX) and save the files on their computer / laptop. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each page and then scan the file for upload.**

All documents including tender document, banning guidelines, IBBI certificates of partner/s / Directors, IRDA License, Company profile, P/L A/cs, Balance sheets, documents evidencing experience, etc as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.

**All the rates/ quotations/ bids to be filled only in Price Offer (Part – II) which is available under “Offer Price” tab in the GeM portal itself. Price bids to be filled as per item details mentioned in Price Offer Part – II (Template) i.e. “Annexure – A”. The tender activity is being detailed in “Annexure A” and should be quoted accordingly.**

**Please ensure that the Price Offer (Part-II) 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, the vendor may upload the above files and attachments in the requisite places. Kindly note to keep your complete tender documents and attachments ready for upload along with GeM Seller login ID and password. All the documents and attachments will need to be signed and stamped while uploading. It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.

**The due date for submission of GeM-bid is 11.11.2024 (17:00 Hrs).**

**Price Offer (Part - II) should be filled at Offer price tab in GeM portal only. The same need not be printed and should not be uploaded with technical offer.**

- a. Tender documents downloaded from <https://etender.sci.co.in> or GeM portal, 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.**

### **13. ASSESSMENT OF TENDER**

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

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

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

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

**Deputy General Manager I/c. (P&S),  
The Shipping Corporation of India Ltd.,  
"Shipping House", 12th Floor,  
Purchase & Services Department,**

245, Madame Cama Road,  
Mumbai – 400 021. India.  
Ph: 22772375

## **TECHNICAL OFFER TENDER DOCUMENT PART – I**

### **SECTION – II**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

#### **ESSENTIAL CONDITIONS – ELIGIBILITY CRITERIA.**

1. The valuer must be registered with “The Insolvency and Bankruptcy Board of India (IBBI) as registered valuers – individuals or registered valuers – Entities.

In case of Partnership Entity or Company, three or all the partners or Directors, whichever is lower, as the case may be, should be a registered valuer- Individual with IBBI. Minimum one Partner or Director should be a registered valuer – individual with IBBI for the asset class “**Plant and Machinery**”.

2. The valuer must have minimum two years of experience in last Five years for carrying out valuation of Oceangoing or Inland Vessels/ Ships/ Barges etc. for insurance purposes.

## **TECHNICAL OFFER TENDER DOCUMENT PART – I**

### **SECTION – III**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

#### **GENERAL TERMS AND CONDITIONS**

##### **1. DEFINITIONS:-**

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

2. The GeM bid should be uploaded before submission date mentioned in the portal, i.e. not later than **17:00 hours (IST) on 11.11.2024.**

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

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

3. Tenderers shall note that Shipping Corporation of India Limited owns 57 ships of various categories like Liner vessels, Bulk carriers, tanker vessels, offshore supply vessels and Manages 32 vessels like mainland to Island passenger vessels, Inter-island passenger vessels, various kinds of research vessels etc. owned by Government of India. The tenderer must be in a position to value all above mentioned kinds of vessels owned and managed by SCI.
4. The tenderer may kindly note that the valuation is required to be done for the representative vessels only. A complete list of vessels owned and managed by SCI and representative vessels for which valuation is required to be carried out is attached at SECTION X. **The valuation is required to be carried out for 32 owned representative vessels and 20 Managed representative vessels,** presently.
5. Tenderer may kindly note that if valuation of any new/ additional vessels is required to be done during the contract period of two years, the valuation for that vessel should be done at the contracted rate only.



6. **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

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

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

7. Tenderers should be an "registered valuer" **registered with Insolvency and Bankruptcy Board of India (IBBI). Tenderer shall submit a copy of valid registration certificate issued by IBBI indicating that they are registered valuers.**

8. **Tenderers are required to submit suitable documentary evidence in support of their experience of 2 years in last 5 years in carrying out valuation jobs oceangoing/ inland vessels/ ships/ barges for insurance purposes. A letter/s from any of the Indian General Insurance Companies (registered with IRDA) / Govt. organizations / large corporate firms / Nationalized Banks etc. confirming that they have carried out the job of valuations for insurance purposes is preferable and should be submitted along with the technical offer.**

9. **SCI, Mumbai Bank Account Details-**

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

Beneficiary Name: THE SHIPPING CORPORATION OF INDIA LTD Bank Name : INDIAN BANK Bank Branch: NARIMAN POINT Bank Address : MITTAL TOWERS GROUND FLOOR , 210, NARIMAN POINT, MUMBAI, MAHARASHTRA PIN 400021 ACCOUNT NO: 416197198 IFSC Code : IDIB000N052
---

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

10. Tenderers shall note that the valuation as on 31.03.2025 to be provided of SCI owned/ managed representative vessels. The valuation report/ certificate should be submitted to SCI Insurance Cell within seven working days after request for valuation of ships were given to the contractor. One hard copy of the valuation reports are required to be submitted to SCI together with a digitally signed soft copy of the report. The valuation reports/ certificates should be in the format acceptable to International & Domestic lenders.

11. Any delay in submission of the valuation report beyond the stipulated period of four weeks will attract penalty as per the penalty clause.

12. **PERIOD OF CONTRACT.**

The contract will be awarded for a period of two years from 31.03.2025 till 30.03.2027. However, either of the parties will have an option to terminate the contract after one year

of award of contract by giving a notice of 120 days prior to commencement of the second contract year.

13. **RATES**

- a. The Tenders should strictly be on the basis of "ALL INCLUSIVE RATES (INCLUDING GST and including the travelling, conveyance and all other out of pocket and incidental expenses etc)" **for 52 vessels for 2 years contract**. The applicable GST rate for the current year is 18%.  
No out of pocket expenses or any other expenses would be considered by SCI.
- b. The Rates quoted / finalized with the Tenderer (L1 party) shall remain firm during tenure of the contract. **NO ESCALATIONS** whatsoever shall either be claimed or considered.
- c. The Tenderers are requested to quote their best and final offer in the Price bid in the GeM Portal. No revised offer shall be entertained. No conditional quotations will be accepted.
- d. Tenderers are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the quotations are opened.
- e. This is a non - exclusive contract. The Corporation reserves the right to procure any service/s covered under this contract 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.
- f. No additional cost will be incurred by the Corporation in respect of preparing documents / records.
- g. Any revision (increase/decrease) in statutory levy (GST) after awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

However, in the event, the GST is discontinued /reduced by the Government during the tenure of the contract/extended period the benefit will be passed on to the Corporation. If the GST is increased by the Government during the tenure of the contract/extended period, the benefit will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.

**NOTE: Rates should be filled in at "Offer Price" tab in GeM portal System and should not be mentioned anywhere in technical offer. Rates should be quoted strictly as per service details mentioned in the Price Offer – Part II (Template) i.e. "Annexure – A".**

14. **VALIDITY**

- a. The rates given in Tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing / acceptance of the tender

takes more than three months, the Tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of **three months** withdrawing his Price Offer, else the rate will hold valid till the contract finalisation.

- b. In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

15. **BID EVALUATION:**

15.1 Tenderers must quote **as per the price offer format.**

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

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

15.3 Once a tender is accepted on technical grounds, then selection among such technically qualified tenderers would 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.

15.4 The contract will be awarded to **ONE (01)** tenderer (L1) only.

15.5 Negotiations may be carried out with L1 party only.

15.6 Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.

15.7 Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer's capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above.

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

15.9 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 tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged / misunderstood any conditions.

15.10 The contract shall stand suspended / terminated, partially or fully, as a result of Government Policy/ directive to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the Corporation.

15.11 All disputes regarding the tender and contract are subject to the exclusive jurisdiction of competent Courts in Mumbai only.

16. **BILLING**

14.1. The Contractor / Valuer shall submit their GST Compliant original invoice, in duplicate, complete in all respect, to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai.

Details of the Corporation for the purpose of Tax Invoice is as follows:

Name: THE SHIPPING CORPORATION OF INDIA LIMITED

Address: SHIPPING HOUSE, 245, MADAME CAMA ROAD, NARIMAN POINT, MUMBAI – 400021

GST Enrollment Provisional ID: 27AAACT1524F1ZQ

PAN No : AACT1524F

Tax charged in respect of said service shall be reimbursed only if it has been actually paid to the Government by the Contractor and same should reflect in the GSTR of the contractor.

16.2 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.

16.3 Payment terms – No advance payment will be made. Invoice settlement will be done after due scrutiny and checking, within 120 days of submission of the Bills complete in all respects.

16.4 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.

**16.5 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.**

17. **GOODS AND SERVICE TAX (GST)**

**18.1 Registration & GST Rate**

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (Copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.

**18.2 Invoicing & Payment**

- a) The Tax Invoice for supply of Services (valuation service) should be raised as per the provision of GST Act & Rules ( GST Compliant) and must compulsorily mention the following: -
- (i) **SCI GSTIN** as below -  
**MUMBAI Maharashtra 27AAACT1524F1ZQ**
  - (ii) HSN Code or Service Accounting Code for supply of goods or services.
  - (iii) Name & address of supplier
  - (iv) GSTIN of Supplier / Valuer.
  - (v) Consecutive Serial Number & date of issue
  - (vi) Description of goods or services
  - (vii) Total value of supply
  - (viii) Taxable value of supply
  - (ix) Amount of Tax charged
  - (x) Place of supply
  - (xi) Address of delivery if different from place of supply
  - (xii) Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider -
- (i) Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - (ii) Discharging the GST tax liability to the Government.
  - (iii) Submission of Tax Invoice to CORPORATION.
  - (iv) Submission of proof of payment of GST to CORPORATION.
  - (v) Availment of Input Tax Credit by CORPORATION.

### **18.3 Input Tax Credit**

- a) In case GST credit is delayed / denied to Corporation, due to non/delayed receipt of 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/ tenderer 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 valuer of the same. The valuer 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.

#### **18.4 Penalty for Non-compliance of GST Act**

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

#### **18.5 Other Provision**

- a) Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- b) The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- c) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

### **18. DISQUALIFICATION**

The tender is liable to be disqualified if:

- 19.1 Not submitted in accordance with terms and conditions of the Tender documents.
- 19.2 During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- 19.3 The Tenderer qualifies the tender with his own conditions.
- 19.4 Tender received in incomplete form including price schedule.
- 19.5 Tender received after due date and time.
  - a. Not accompanied by all requisite documents.
  - b. Information submitted in 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.
- 19.6 Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- 19.7 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.
- 19.8 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.
- 19.9 The contractor is not ready to provide his services from applicable date.

19.10 The tenderer is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c as on 31st March 2024 submitted with the tender. For proprietorship firms/LLP, proprietor's/LLP's balance sheet, also, may please be submitted

19.11 Canvassing in any form shall lead to disqualification.

20. **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 sources at the risk and cost of the tenderer / contractor / Valuer.

21 **PENALTY CLAUSE**

21.1 Any delay in submission of the valuation report beyond the stipulated period of four weeks, will be charged with a penalty of 10% of the fees.

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

A. **Involved in wrongful billing**

- (i) To issue a warning letter and recover the excess amount billed.

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

- (i) A warning letter will be issued.
- (ii) A monetary penalty will be imposed equal to 1% of annual contract value.
- (iii) Risk purchase clause will be invoked.

22.3 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."

22.4 In the event, the (i) performance of the Contractor / valuer is not satisfactory or (ii) Contractor / valuer is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the Contractor / valuer is under suspicion or if there is any action by the Contractor/valuer 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/valuer 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 supplier/

Contractor, same will be initiated by the Corporation or suspension revoked, as the case may be.

23 **TERMINATION CLAUSE**

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

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

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

23.2 It is clearly understood by the Tenderer that if a charge sheet is filed by any competent authority of the Government against the Tenderer, the Tenderer is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

23.3 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.

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

**(25.0) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT**

- (25.1) Successful Tenderer will have to furnish a security deposit equivalent to 5% of the annual value of the contract or Rs. 10,00,000/- (INR Ten Lakhs only) whichever is less, in the form of Performance Bank Guarantee from any nationalized/ Private/ International Bank (having Branch Office in Mumbai), in favour of the CORPORATION, for the entire duration of the contract i.e 31.03.2025 to 30.03.2027 plus three (03) months beyond the expiry of the Contract.

The (premium/commission) cost of the Bank Guarantee so furnished by the bidder shall be borne by the successful Tenderer only.

- (25.2) Tenderer Bank must issue the BG through a Branch in Mumbai.

As per OM No. F.1/1/2022-PPD issued by Department of Expenditure dated 02.02.2022, the EMD/Bid Security may also be submitted in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee (including e-bank guarantee) from any of the Commercial Banks or payment online in an acceptable form to the Corporation's Bank Account.

- (25.3) In case of termination of the contract for any reason as per relevant clause of the tender, Performance Bank Guarantee/ Security Deposit shall stand forfeited, either wholly or partly and the tenderer shall have no claim whatsoever against the CORPORATION in consequence of such termination of the contract.

- (25.4) In the event the tenderer gives up the work before expiry of the contract or is unable to service the contract for whatsoever reason, the Performance Bank Guarantee/ Security Deposit shall stand forfeited.

- (25.5) No interest shall be payable on the Performance Bank Guarantee/ Security Deposit.

- (25.6) The CORPORATION shall also be entitled to make recoveries from the tenderer's bills, Performance Bank Guarantee/ Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- (25.7) The Performance Bank Guarantee/ Security Deposit furnished by the tenderer towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three (03) months on expiry of the contract.

- 26 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.

27. **FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative

obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the tenderer, directly effecting the performance of the Contract. **The present COVID 19 pandemic situations will not be considered as a Force Majeure situation for this tender.**

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

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 work related to contract of valuation are suspended by force-majeure conditions lasting for more than 30 days, the Corporation shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

**28. 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.

**29. WAIVER**

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

- (i) No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the tenderer and specifically communicated as a Waiver;

- (ii) 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 Corporation to insist upon the strict adherence of the attendant obligations of the tenderer and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

30. **INDEMNITY**

The tenderer 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 tenderer /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 tenderer or by third party.

The tenderer / contractor 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 tenderer 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 tenderer in the performance of his obligations under this contract.

31. **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.

32. **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 C&MD, SCI as provided hereunder:**

32.1 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.

32.2 C&MD, 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).

- 32.3 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.
- 32.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 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.
- 32.9 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.
- 32.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- 32.11 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.
- 32.12 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.

32.13 It is expressly understood and agreed by and between the tenderer and the Corporation that the Corporation will be entering into an agreement in respect to the tender/contract for “**GeM Tender for appointment of a Registered Valuer for valuation of SCI’s owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**” with the successful tenderer solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this tender/contract to be finalized and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Corporation is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The tenderer expressly agrees, acknowledges and understand that the Corporation is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the tender/contract to be finalized. Accordingly, the tenderer hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this tender/contract to be finalized and covenants not to sue the Government of India as to any manner, claim, cause of action or things whatsoever arising of or under this tender/contract to be finalized.

33. **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.

34. **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.

35. **BANNING GUIDELINES**

The tenderer shall submit the tender along with the “**Banning Guidelines**”, issued along with the tender document, duly signed on all pages as a token of acceptance. All pages of the Banning Guidelines shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he

represents. The acceptance of Banning Guidelines shall be unconditional and the tenderer must not change any contents of the Banning Guidelines. **The signed Banning Guidelines should be submitted with the Technical Offer of the tender only.** Tenders received without the signed Banning Guidelines shall be liable to be rejected.

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.

36. **EXIT CLAUSE**

The CORPORATION at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days' notice to the tenderer.

**DECLARATION**

We, the undersigned have perused the above mentioned Terms and Conditions including penalty terms and agree to abide by them in case the contract is awarded to us.

We further state that we have quoted PROFESSIONAL CHARGES in this tender keeping in mind the above listed Terms and conditions.

Name: \_\_\_\_\_.

Place: \_\_\_\_\_.

Address: \_\_\_\_\_.

Date: \_\_\_\_\_.

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

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

**TECHNICAL OFFER TENDER DOCUMENT PART – I**

**SECTION – IV**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

**FORM OF PARTICULARS**

<b>Sr. No</b>	<b>Particulars</b>	<b>Details</b>
1.	a) Name and address of the firm / company and its principal place of business: - Telephone Number(s): - Mobile Number(s): - Telefax Number(s): - E-mail and web Address:  (b) If a subsidiary Company, Name and: Address of the holding Company.	
2.	(a) Year & Date of Establishment:  (b) Date of commencement of valuation.  (c) Any working experience at Government agencies	
3.	Status of the company - Whether Proprietorship / Partnership / Private or Public Limited Company? [Please enclose copy of: Partnership Deed / Memorandum and Article of Association]	
4	Names of Proprietors / Partners / Directors and their other business, if any and IBBI numbers and Asset class of IBBI certificate held by each partner / Director.	
5	Latest Organizational Chart <b>[Please enclose copy]</b>	
6	Name(s) of Banker(s) and their addresses.	

7	Please attach a certificate from your Bankers about your financial status and credit facility available to you.	
8	Pls confirm that you / Your firm / company has not been convicted by any competent court for an offence punishable with imprisonment for a term exceeding six months or for an offence involving moral turpitude.	
9	Pls confirm that you / your firm / company has not been levied a penalty under section 271J of Income-tax Act, 1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income-tax (Appeals) or Income-tax Appellate Tribunal, as the case may be has expired, or such penalty has been confirmed by Income-tax Appellate Tribunal, and five years have not elapsed after levy of such penalty.	
10	Pls confirm that your firm / company has <b>NOT</b> been set up for objects other than for rendering professional or financial services, including valuation services.	
11	Pls confirm that your firm / company is <b>NOT</b> a subsidiary, joint venture or associate of another company or body corporate.	
12	Whether your firm has been banned / disqualified by any Shipping Co. at any time in the past for similar contract. If yes, state reasons.	
13	Whether your firm has been banned / disqualified by the SCI at any time in the past for this particular contract. If yes, state reasons.	
14	Whether your firm has been banned / disqualified by any Shipping Co. at any time in the past for any contract. If yes state reasons.	
15	Please state if any member of your company has any relation employed in the Shipping Corporation of India Ltd. <b>If yes, give details.</b>	



16	Permanent Account Number (PAN) of your company. (Please attach copy). <b>Copy of audited Profit &amp; Loss A/c and Balance Sheet for the last three years.</b>	<b>Pan No.:</b> _____
17	Whether your company employed in any capacity administrative/ advisory, ex-SCI officer who has retired from the <b><u>DGM or higher level</u></b> in preceding two years as of date. a) If the answer of above is yes, the name and designation of that officer in your company and his date of retirement from SCI to be furnished. b) The role and responsibility of that officer in your company Especially with regard to this contract for which this tender is Made, may please be furnished.	

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

\_\_\_\_\_  
(Signature of the Tenderer)

**Full Name :**

**Designation :**

**Company Seal :**

**Place :**

**Date :**

## **TECHNICAL OFFER TENDER DOCUMENT PART – I**

### **SECTION – V**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

#### **TERMS OF REFERENCE (SCOPE OF WORK)**

The broad scope of work for the Registered Valuer is –

- 1.1 The Registered Valuer is required to provide the valuation of the vessels requested on representative vessels basis as on 31<sup>st</sup> March, preferably as per the market approach method basis adopting a willing buyer willing seller concept with a delivery in an acceptable area, free of all encumbrances, maritime liens and any other debts. The valuer is required to provide the justification along with the underlying assumptions for adopting the particular method of valuation.
- 1.2 The Registered Valuer is required to state clearly any assumptions or limiting conditions with supporting empirical data that may alter opinions and conclusions or influence valuation.
- 1.3 The Registered Valuer is required to provide sufficient information in the report to enable the reader to fully understand it, place reliance on the supporting data, reasoning, analysis and conclusions underlying registered valuer's findings, opinions and conclusions indication on final valuation.
- 1.4 The Registered Valuer shall sign a confidentiality agreement with the corporation to keep and maintain confidential, all data, information and the Valuation report, during and after valuation until so permitted as per the confidentiality agreement or till the process of disinvestment is completed, whichever is later. The Registered Valuer shall sign a confidentiality agreement with the Corporation as per the format given in **Annexure 'A'**
- 1.5 The valuation report/ certificate must be signed by the proprietor/ Partner/ Director who is the registered valuer having IBBI certificate of asset class "Plant and Machinery".
- 1.6 Corporation reserves the option of getting valuation done from any other agency.
- 1.7 This tender has been floated in accordance with the Companies Act 2013 and Companies (Registered Valuers and Valuation) Rules 2017.
- 1.8 Tenderer shall note that the valuation of SCI owned representative vessels are to be provided as on 31.03.2025 and 31.03.2026. The valuation report/ certificate should be submitted to SCI Insurance Cell within seven working days after request for valuation of vessels were given to SCI together with a digitally signed soft copy of the report. The valuation reports/ certificates should be in the format acceptable to international and domestic lenders.

# **TECHNICAL OFFER TENDER DOCUMENT PART – I**

## **SECTION – VI**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

### **BANNING GUIDELINES DOCUMENT**

**The Shipping Corporation of India Ltd.**  
**Policy and Guidelines for Removal / Suspension / Banning of Entities**

#### **1.0 Introduction.**

The Shipping Corporation of India Ltd. (SCI), a premier commercial organization, 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: -

**i.** 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.

**ii.** 'Inter-connected Entity' shall mean two or more companies having any of the following features: -

**a.** If any or all of the Partner(s) / Functional Director(s) are common,

**b.** If the Management is common,

**c.** If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

**iii.** 'Competent Authority' and 'Appellate Authority' shall mean the following:

**a.** 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.

**b.** 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.

**c.** 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 3.0 iii (a) and 3.0 iii (b) above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

- iv. '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".
- v. 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** delete to be added as "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) 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 (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 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 9.1.
  - (iii)** To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
  - (iv)**To submit recommendations to the Competent Authority for banning or otherwise.
- 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).

**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 a 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**

\*\*\*\*\*

**TECHNICAL OFFER TENDER DOCUMENT PART – I**

**SECTION – VII**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER**

<b>Sr. No.</b>	<b>Documents Required</b>	<b>Indicate (Yes/No)</b>		<b>Page No.</b>
1	Tender document technical offer part I with banning guidelines duly signed and stamped.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2	Copy of IBBI certificates of all partners / minimum 3 Directors, in case of a company.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
3	Copy of Partnership Deed or Memorandum and Articles of Association of Company as the case may be.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
4	Copy of P&L A/c and Balance Sheet of last three years to evaluate the financial standing of the Company. (If the party is a Subsidiary Company – P&L A/c and Balance Sheet of Holding Company)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
5	Suitable documentary evidence substantiating experience of 2 years in last 5 years for carrying out valuation for insurance purpose.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
6	Latest Organizational Chart or organogram.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
7	Copy of Income Tax Registration Number and / or PAN (Permanent Account Number).	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8	Copy of GST / other tax registration with copy of latest challan for payment	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
9	A copy of certificate of registration under Municipal Act and / or Shops and Establishment Act, if any.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
10	A copy of registration certificate as a valuer under section 34 AB of wealth tax act 1957 issued by Income tax department, if any.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

11	MSME Certificate, if applicable (Along with CA certificate certifying that the certificate is valid as on date on the basis of investment of the enterprise in Plant & Machinery or Equipment & Annual Turnover as on 31.03.2024)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
12	Banker's Certificate regarding financial status and credibility statement.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
13	Registration certificate with IRDA, if any.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
14	NEFT supporting for EMD	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
15	NEFT supporting for Tender Fess	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

**NOTE: (a) The bidders may kindly ensure to attach the above documents with Technical offer, Part I.**

**(b) Any other certificates besides the above, if deemed necessary, can also be enclosed.**

**TECHNICAL OFFER TENDER DOCUMENT PART – I**

**SECTION – VIII**

**GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025**

**ANNEXURE "A"**

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT ("AGREEMENT") IS ENTERED INTO ON THE \_\_\_\_\_ BY AND BETWEEN:

**The Shipping Corporation of India**, a Government Company, having its registered office at Shipping House, 245, Madame Cama Road, Mumbai 400 021, Maharashtra (hereinafter referred to as "**SCI**")

AND

**M/s.** \_\_\_\_\_, a \_\_\_\_\_, having its Office at \_\_\_\_\_ (hereinafter referred to as "**Registered Valuer**").

WHEREAS SCI have engaged the services of Registered Valuer pursuant to contract no: \_\_\_\_\_ dated \_\_\_\_\_ to carry out the valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025 (hereinafter called "**the Purpose**");

AND WHEREAS, the Registered Valuer requires information from the SCI and its subsidiaries and affiliates in order to enable the Registered Valuer to carry out the valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025.

AND WHEREAS the SCI (including its subsidiaries and affiliates) have developed or own information which is an intellectual property (including, but not limited to, software, databases, financial, technical, operational, marketing, administrative and/or business information, process and procedures, records, reports, etc) that it deems confidential and/or proprietary, the unauthorized usage or disclosure of which would be detrimental to its business interests (together, called "information");

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, both parties agrees as follows:

1. As used herein, "Information" means all and any information pertaining to the SCI or its subsidiaries or affiliates or relating to its business, existing and/or communicated in any form, including, but not limited to, oral, written, graphic, electronic, or electromagnetic forms, which is disclosed by the SCI to Registered Valuer pursuant to the Purpose.

2. Registered Valuer will treat any and all Information disclosed by Target Company as confidential (whether or not marked "confidential" or "proprietary") and will safeguard it in the same manner that the Registered Valuer treats its own Proprietary Information of like kind, but will use no less than a reasonable degree of care and confidentiality. Registered Valuer will only use such Information solely in connection with the purpose for which it was disclosed hereunder, and will not disclose, distribute, or disseminate Information in any way, to anyone except as provided in this Agreement. Upon discovery by Registered Valuer of any unauthorized use or disclosure, Registered Valuer shall notify the SCI immediately and shall take all steps necessary to prevent further unauthorized use or disclosure.

3. Registered Valuer further agrees that: (i) only Registered Valuer employees with a clear and defined need to know shall be granted access to the SCI Information; (ii) the SCI Information shall not be disclosed to any third party without the prior written approval of the SCI; (iii) permitted disclosures to third parties shall be subject to all of the provisions and restrictions contained in this Agreement; (iv) except for the Purpose of this Agreement, no copies shall be made of the SCI's Proprietary Information (whether oral, written, printed, graphic, electronic, or electromagnetic) without the prior written approval of THE SCI; (v) all copies kept by Registered Valuer shall be marked by Registered Valuer with an appropriate legend indicating that such information is the SCI's Confidential Information; and (vi) Registered Valuer shall not make use of any of the SCI's Information for any purpose except that which is expressly contemplated by this Agreement. Notwithstanding anything contained in this Agreement, the Registered Valuer shall be able to share Information with SCI in connection with the Purpose, \_\_\_\_\_ solely for the Purpose of this Agreement.

4. The Information disclosed by the SCI shall be treated as confidential and safeguarded by Registered Valuer for a period of ten (10) years after disclosure, unless the Information is:

- (a) Generally available to the public or subsequently becomes available in the public domain, through no fault of Registered Valuer or its employees and without breach of this Agreement; or
- (b) Already in the possession of Registered Valuer without any restriction of confidentiality and has been obtained legitimately and prior to any disclosure hereunder; or
- (c) Developed independently by employees of Registered Valuer without breach of this Agreement and without referring to or relying upon any information disclosed by the SCI hereunder; or
- (d) Is approved in writing for release or disclosure without restriction by the SCI.

5. Registered Valuer specifically acknowledges and agrees that it may be exposed to Information, whether the SCI or a third party that the SCI did not intend to disclose and/or that the SCI did not intend to receive, merely as a result of Registered Valuer contact with the SCI premises or employees. If, in the course and scope of its contact with the SCI, Registered Valuer inadvertently receives any such information, Registered Valuer will protect such information from any further disclosure and will not use such information in any way and will return such Information to the SCI immediately upon its discovery.

6. Registered Valuer will maintain in force policies that require its employees to treat and maintain the SCI's Proprietary Information in a confidential manner.

7. This Agreement shall be for a period of One Year from the date of its execution. However, the obligations to maintain confidentiality and the right to enforce the same by the SCI shall survive any expiration or termination of this Agreement, for a period of 10 years as already stated earlier.

8. Registered Valuer shall return to the SCI, or at the SCI request, destroy any and all Information immediately upon the SCI written request.

9. Except as specifically provided in this Agreement, neither party shall disclose the existence or the nature of the discussions between the parties relating to any Information without the prior written authorization of the other party.

10. Each party acknowledges and agrees that a breach of this Agreement by Registered Valuer will cause the SCI irreparable harm, that damages is not an adequate remedy, and further acknowledges and agrees that the SCI is entitled to injunctive relief in any court of competent jurisdiction to prevent breach or to halt a further or continuing breach. Each party also acknowledges and agrees that such remedy is cumulative and in addition to any other remedy the SCI may have at law or in equity. Provided however and notwithstanding anything to the contrary contained in this Agreement, the total liability of the Registered Valuer to SCI for the Purpose and/or this Agreement shall under no circumstances exceed the fees received by the Registered Valuer as per Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ in connection with the Purpose.

11. This Agreement and all obligations and rights arising hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and its provisions may be modified, amended or waived only by written agreement of the parties.

12. This Agreement shall be governed by and construed in accordance with the Laws of India.

Both parties hereby acknowledges that they have read this Agreement, understand it and agree to be bound by its terms and further agree that this Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, which supersedes all proposals, and all other communications, regardless of the form thereof, between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Confidentiality Agreement as of the day first written above.

<b>The Shipping Corporation of India</b>	Registered Valuer:
Name: _____	_____
Designation: _____	Name: _____
Date: _____	Designation: _____
	Date: _____

**TECHNICAL OFFER TENDER DOCUMENT PART – I**

**SECTION – IX**

GeM Tender for appointment of a Registered Valuer for valuation of SCI's owned & managed vessels for the purpose of determining insured values of the vessels for Hull & Machinery Insurance Cover due on 01.07.2025

LIST OF VESSELS :

<b><u>LIST OF SCI OWNED VESSELS AS ON 01.10.2024</u></b>				
<b>Sr. No.</b>	<b>Vessel Name</b>	<b>Year Built</b>	<b>GT</b>	<b>Representative vessels (Valuation is required for vessels mentioned in this column only)</b>
<b>I</b>	<b><u>Liner &amp; Passenger division</u></b>			
1	SCI Chennai	2008	43,679	
2	SCI Mumbai	2008	43,679	<b>SCI Mumbai</b>
	<b><u>BULK CARRIERS</u></b>			
3	Vishva Vijeta	2011	33,032	
4	Vishva Malhar	2011	33,032	<b>Vishva Malhar</b>
5	Vishva Nidhi	2011	33,170	
6	Vishva Prerna	2011	33,185	
7	Vishva Bandhan	2011	33,185	<b>Vishva Bandhan</b>
8	Vishva Ekta	2012	33,185	<b>Vishva Diksha</b>
9	Vishva Vikas	2012	33,185	
10	Vishva Diksha	2012	33,185	
11	Vishva Anand	2012	44,007	
12	Vishva Vinay	2012	44,007	
13	Vishva Vijay	2012	44,010	
14	Vishva Preeti	2012	44,007	<b>Vishva Vinay</b>
15	Vishva Jyoti	2012	44,864	<b>Vishva Jyoti</b>
16	Vishva Chetna	2013	44,864	<b>Vishva Chetna</b>
17	Vishva Uday	2013	44,861	
	<b><u>TANKERS</u></b>			
	-			

18	Maharshi Parashuram	2002	51,785	<b>Maharshi Parashuram</b>
19	Desh Bhakt	2003	61,978	
20	Desh Prem	2003	61,978	<b>Desh Gaurav</b>
21	Desh Rakshak	2003	61,978	
22	Desh Gaurav	2003	61,978	
23	Desh Shakti	2004	84,261	<b>Desh Shakti</b>
24	Desh Shanti	2004	84,261	
25	Desh Ujaala	2005	161202	<b>Desh Vaibhav</b>
26	Desh Vaibhav	2005	161202	
27	Desh Abhimaan	2007	81084	<b>Desh Abhimaan</b>
28	Desh Viraat	2008	162416	<b>Desh Viraat</b>
29	Desh Vishal	2009	162412	<b>Desh Vishal</b>
30	Desh Mahima	2010	64,437	<b>Desh Mahima</b>
31	Desh Garima	2011	64,437	
32	Desh Suraksha	2011	64,437	<b>Desh Garima</b>
33	Desh Samman	2011	64,437	
34	Desh Shobha	2012	81,373	<b>Desh Shobha</b>
35	Desh Vibhor	2015	165319	<b>Desh Vibhor</b>
36	Swarna Kalash	2009	29,845	<b>Swarna Kalash</b>
37	Swarna Pushp	2010	29,845	<b>Swarna Pushp</b>
38	Swarna Mala	2010	29,993	
39	Swarna Sindhu	2010	42,878	<b>Swarna Godavari</b>
40	Swarna Brahmapura	2010	42,878	
41	Swarna Godavari	2010	42,878	
42	Swarna Kaveri	2010	42,878	
43	Swarna Ganga	2010	42,845	
44	Swarna Krishna	2010	42,845	<b>Swarna Krishna</b>
45	Swarna Jayanti	2010	57,727	<b>Swarna Jayanti</b>
46	Swarna Kamal	2010	57,727	
47	Nanda Devi	2001	46,506	<b>Nanda Devi</b>



<b><u>OFF-SHORE VESSELS</u></b>				
48	SCI Panna	2011	2,040	<b>SCI Panna</b>
49	SCI Mukta	2012	2,039	<b>SCI Mukta</b>
50	SCI Pawan	2011	2,067	<b>SCI Pawan</b>
51	SCI Kundan	2012	2,067	<b>SCI Kundan</b>
52	SCI Ahimsa	2012	2,067	
53	SCI URJA	2013	2,067	<b>SCI URJA</b>
54	SCI Nalanda	2012	2,633	
55	SCI Yamuna	2012	2,633	<b>SCI Yamuna (PSV)</b>
56	SCI Sabarmati	2013	3,306	<b>SCI Sabarmati</b>
57	SCI Saraswati	2017	3,616	<b>SCI Saraswati</b>

<b><u>LIST OF VESSELS MANAGED BY SCI AS ON 01.10.2024</u></b>				
<b><u>Sr. No.</u></b>	<b><u>Vessel Name</u></b>	<b><u>Year Built</u></b>	<b><u>GT</u></b>	<b>Representative vessels (Valuation is required for representative vessels only)</b>
1	Sentinel	1982	2625	
2	Chowra	1983	2625	<b>Chowra</b>
3	Dering	1992	1269	<b>Dering</b>
4	Swaraj Dweep	1999	14239	<b>Swaraj Dweep</b>
5	MV Chuglam	2006	870	<b>MV Chuglam</b>
6	Bharat Seema	1973	3670	<b>Bharat Seema</b>
7	Kamorta	2001	430	<b>Long Island</b>
8	Shompen	2001	421	
9	Long Island	2002	430	
10	Rangat	2001	449	
11	Chouldari	2003	449	
12	Baratang	2001	449	<b>Chouldari</b>

13	Katchal	2003	427	<b>Pillomillow</b>
14	Onge	2003	427	
15	Pillomillow	2003	427	
16	Kalighat	2004	2943	<b>Kalighat</b>
17	MV Rani Changa	2009	429	<b>MV Rani Changa</b>
18	Campbell Bay	2011	8402	<b>Campbell Bay</b>
19	North Passage	2008	449	<b>Rani Lakshmi</b>
20	Bambooka	2008	449	
21	Rani Lakshmi	2008	429	
22	Wandoor	2004	449	
23	Strait Island	2005	449	<b>Hut Bay</b>
24	Jolly Bouy	2005	449	
25	HutBay	2005	449	
26	m.v.Sindhu	2021	6828	<b>m.v.Sindhu</b>
27	Samudra Shaudikama	1984	284	<b>Samudra Shaudikama</b>
28	Samudra Kaustubh	1984	284	
29	RV Samudra Ratnakar	2013	6551	<b>RV Samudra Ratnakar</b>
30	Rabindra Nath Tagore	2004	439	<b>Rabindra Nath Tagore</b>
31	Lal Bahadur Shastri	2003	426	<b>Lal Bahadur Shastri</b>
32	MV Nalanda	2022	6829	<b>MV Nalanda</b>
33	Gopinath Bordoloi	2016	388	<b>Gopinath Bordoloi</b>