



RFP for Engagement of Agency to carry out Accounting (IND-AS)- Taxation for SDCL



Sagarmala Development Company Limited

**Request for Proposal (RFP) for Engagement of Agency to
carry out Accounting (IND-AS)- Taxation for SDCL**

Ref. No.: SDCL/NIT/2022-23/21

22nd April 2022

**Sagarmala Development Company Limited. (SDCL)
1st Floor, Thapar House, Gate No. 2
124, Janpath, New Delhi – 110 001**



Disclaimer

1. This RFP document is neither an agreement nor an offer by the Sagarmala Development Company Limited (SDCL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. SDCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for SDCL to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by SDCL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. SDCL will not have any liability to any prospective Applicant/Consultancy Company/ Firm/Consortium as the case may be or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of SDCL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. SDCL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. SDCL will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that SDCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and SDCL reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. SDCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. SDCL reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website.



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(1) Letter of Invitation

1.1 Introduction

- (1) Sagarmala Development Company Limited (SDCL) is a CPSE under the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India. SDCL was incorporated on 31st August 2016, as part of ongoing efforts to promote port led development in the country under the ambitious Sagarmala Programme of the Government of India. SDCL is exploring investment opportunities in the areas of Port Development/Port Modernization, Port Connectivity, Port led Industrialization and Coastal Community Development - the four pillars of the Sagarmala Programme.
- (2) SDCL has an initial authorized capital of Rs. 1,000 crore.
- (3) SDCL has invested in equity shares in the following projects till date viz.
 - (a) Krishnapatnam Railway Company Limited (Associate company from FY 2018-19 with 20% equity shares)
 - (b) Haridaspur Paradip Railway Company Limited (Associate company from FY 2019-20 with more than 20% equity shares)
 - (c) Calcutta-Haldia Port Road Company Limited (Associate company from FY 2019-20 with less than 20% equity shares)
 - (d) Vishakhapatnam Port Road Company Limited (Associate company from FY 2019-20 with more than 20% equity shares)
 - (e) Indian Ports Global Ltd (Wholly Owned Subsidiary – for Chabahar Port operations).

(Note: Number of Associate companies and/or subsidiary companies may increase or decrease depending on the future investment(s) as approved by the Board of Directors of SDCL.)
- (4) SDCL is required to comply with IND-AS (Indian Accounting Standards) for preparation of financial statements for accounting period beginning from 1 June 2022 onwards.
- (5) Besides, SDCL plans to outsource the accounting and taxation functions.
- (6) In this connection, SDCL intends to engage a suitable firm as per terms of this Tender document –
 - (a) For outsourcing support for accounting and taxation functions of SDCL.
- (7) For the above, Sagarmala Development Company Limited (hereinafter referred as “SDCL” or “Client”) invites online proposals from the various reputed professional services / consultancy firms to undertake this Assignment: “**Engagement of Agency to carry out**



Accounting (IND-AS)- Taxation for SDCL” as per the terms and conditions stipulated in this RFP.

- (8) The Consultants shall undertake the assignment in accordance with the Terms of Reference specified at Section-5 (Terms of Reference (ToR)).

1.2 Submission

The Proposal in the prescribed format, shall be submitted online at <https://sdcl.euniwizarde.com> as per the RFP document. No proposal will be accepted in hard copy, fax, e-mail or any other such means. The Applicant must be registered with e-tender website <https://sdcl.euniwizarde.com>. The RFP document is also available on SDCL website: <http://www.sdclindia.com> for reference only but not for submission.

1.3 Selection Process

The Consultant will be selected on the Price based System (Least Cost Selection) as per procedures described in this RFP.

1.4 Contents of this RFP

The RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: I – Standard Form of Contract – Draft Agreement

1.5 Amendments

- (1) All amendments / corrigenda will only be published on the e-tender website <https://sdcl.euniwizarde.com> and website of SDCL (www.sdclindia.com).
- (2) Applicant can access these clarifications/corrigenda as per routing mentioned below:-
 - (a) E-tender - <https://sdcl.euniwizarde.com>
 - (b) For SDCL website section- “From the “Home” page access “E-Tender” and thereafter scroll down to select “Live & Old Tenders” section to access the RFP document in related to this Assignment”

1.6 SDCL reserves the right to accept or reject any or all Proposals without assigning any reason and no correspondence shall be entertained in this regard.



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Yours sincerely

Company Secretary

Sagarmala Development Company Limited



Critical Data Sheet

The Proposal complete in all respects, should be submitted online as per sequence mentioned below. **In case the same is not being in order, SDCL shall not be responsible for missing any document while evaluating the proposals.** Proposal should be submitted in two covers.

(1) Cover-I: Technical Proposal

(a) RFP processing Fee & Bid Security

- (i) Scanned copy of the proof for the submission of RFP Processing Fee as per clause 2.16.5 of this RFP
- (ii) Scanned copy of the proof for the submission of Bid Security as per clause 2.16.5 of this RFP

(b) Enclosure-I- Scanned copy of the following documents

- (i) Signed Technical Submission form/ Declaration as per Form 3A provided in Section-3.
- (ii) Provide the General Information of Applicant as per Form 3B
- (iii) Format of Technical Capacity (Eligible Assignments) duly filled and signed by Authorized Signatory of the Applicants as per Form 3C provided in Section-3
- (iv) Documentary evidence in support of Eligible Assignments as per Clause 2.9.3 of this ITA
 - (A) Completion Certificate issued by the Client for the Assignment
 - OR
 - (B) Statutory Auditors/ Chartered Accountant certificate for execution of the work and receipt of full fee regarding the Eligible Assignment.
- (v) Format of Statutory Auditors/ Chartered Accountant certificate for Eligible Assignment as per Form 3D
- (vi) Format of Financial Capacity duly filled and signed by Authorized Signatory of the Applicants as per Form 3E along with the certificate of Statutory Auditors/Chartered Accountant.
- (vii) Format of Power of Attorney for Authorized Signatory duly filled and signed as per Form 3F.
- (viii) Extract of the charter documents and other documents such as a resolution / Power of Attorney in favour of the person executing this Proposal on behalf of the Applicant.
- (ix) Format of Team Composition and Task Assigned duly signed by the Authorized Signatory of Applicants as per Form 3H



- (x) Format of Curriculum Vitae (CV) for the proposed Key Personnel as Form 3I duly signed by the respective Key Personnel and Authorized signatory of the Applicant
- (xi) Form 3L – Statement of Legal Capacity- duly filled, stamped and signed by the Authorized Signatory of the Applicant
- (xii) Form 3K- Integrity Pact duly filled, stamped and signed by the Authorized Signatory of the Applicant

(c) Enclosure-II: scanned copies of the following document

- (i) RFP document with all addendums and Corrigendum issued till date duly signed by the Applicant (Digital Signature on the front and last page of the RFP and Corrigendum will suffice the purpose)
- (ii) Copy of GST Registration (self-certified copy)
- (iii) Copy of PAN card of the Applicant (self-certified copy)
- (iv) Documentary evidence, if applicable for claiming the incentives/concession provided in the policy of Startup and MSMEs
- (v) All the documents submitted shall be signed and stamped by the Applicant

It may be noted that the Technical Proposal shall not contain any reference to the Financial Proposal.

(2) Cover-II

Financial Proposal shall be submitted online only as per the format provided in the Tender website

(3) Important Dates

Activity	Timeline
Date of issue of RFP / publishing date (T)	22 nd April 2022
Proposal Due Date (P)	17 th May 2022, 1500 hrs IST
Date of opening of the Technical Proposal	1530 hrs IST on the Proposal Due Date
Date of opening of the Financial Proposal	To be intimated to Technically Qualified Applicants

(2) Instructions to Applicants (ITA)

2.1 Introduction



- 2.1.1 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFP (the “**Selection Process**”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Technical and Financial Proposals (collectively called as “**the Proposal**”), as specified in this RFP / Data Sheet, for the services required for the consultancy services for “**Engagement of Agency to carry out Accounting (IND-AS)- Taxation for SDCL**”, hereinafter referred to as the “**Assignment**”. The Proposal will form the basis for contract signing with the Consultant. The Consultant shall submit the Deliverables in accordance with the Terms of Reference of this RFP (the “**ToR**”).
- 2.1.3 The Applicants shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Consultant shall be required to enter into a contract with the Client in the form specified in this RFP (the “**Contract**”).
- 2.1.4 Applicants should familiarize themselves with local conditions and take them into consideration in preparing their Proposals.
- 2.1.5 The Client will provide, at no cost to the Consultant, available inputs, if any required to carry out the services.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, including but not limited to postage, delivery charges, expenses associated with any demonstrations or presentations, attending all the meetings which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal and reserves the right to annul the Selection Process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.7 Client requires that the Consultant provide professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the Assignment in the best interests of Client.
- 2.1.8 It is the Client’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:



- (1) defines, for the purposes of this provision, the terms set forth below:
- (a) “**Corrupt practice**” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - (b) “**Fraudulent practice**” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
- (2) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question.
- (3) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

2.1.9 In the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal.

2.1.10 Deleted

2.1.11 Deleted

2.1.12 Details related to timelines and submission of deliverables is given in the Terms of Reference (ToR- Section 5)

2.1.13 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date.

2.1.14 **Brief Description of the Selection Process:** The Client has adopted a two stage process (referred to as the "**Selection Process**") for the evaluation of the Proposals. The proposals shall comprise of two parts namely - the Technical Proposal and Financial Proposal. In the first stage, the evaluation of Technical Proposals will be carried out. Based on this technical evaluation, a list of Technically Qualified Applicants shall be prepared. In the second stage, the Financial Proposals of Technically Qualified Applicants will be evaluated. The Applicant quoting the lowest fee (L-1- the “**Successful Applicant**”) shall be invited for negotiations, if required as per the terms of this RFP while the Applicant quoting the second lowest will be kept in reserve.

2.1.15 **Number of Proposals:**



- (1) Applicant(s) may submit proposal as sole Applicant. However, no Applicant can submit more than one Proposal for the Consultancy.

2.1.16 Deleted

2.1.17 Right to reject any or all Proposals:

- (1) Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (2) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (3) Such misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Applicant gets disqualified / rejected, then the Client reserves the right to appropriate /forfeit the Bid security of the Successful Applicant, consider the next best Applicant and take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.18 Acknowledgement by Applicant

- (1) It shall be deemed that by submitting the Proposal, the Applicant has:
 - (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Client;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - (d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertaking provided by it under and in term hereof.
- (2) The Client and / or its advisors / consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.



2.1.19 **RFP Processing Fee:** The RFP submission shall be accompanied by a proof of payment of RFP processing Fee in favour of “**Sagarmala Development Company Limited**”, as a non-refundable RFP processing fee (the “**RFP Processing Fee**”) for the amount as mentioned in the Data Sheet. The RFP processing fee is to be paid through NEFT from a Scheduled Bank in favour of Sagarmala Development Company Limited, the account details of SDCL is provided in the Data Sheet 2.16.5. Proposals unaccompanied with the aforesaid RFP processing Fee shall be liable to be rejected by the Client.

2.1.20 **Pre-Proposal Meeting**

- (1) A pre-proposal meeting shall be held as per date mentioned in the Data Sheet. A virtual pre-proposal meeting URL link will be intimated through website of SDCL www.sdclindia.com and e-tender website <https://sdcl.euniwizarde.com> in due course of time
- (2) During the course of pre-proposal meeting, the Applicant will be free to seek clarifications and make suggestions for consideration by the Client. The Client will endeavor to provide clarifications and such further information as it may in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.2 **Amendment of RFP documents**

2.2.1 Deleted

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, modify the RFP document by issuing an amendment. All amendment / corrigenda will be posted on the website mentioned in the Data Sheet.

2.2.3 Deleted

2.3 **Clarification and/ or interpretation of reports**

After submission of the final report of each deliverable by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, Consultant shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.

2.4 **Ownership of document and copyright**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the ToR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under the ToR/RFP without the permission of the Client.

2.5 **Bid Security**



- 2.5.1 A bid Security to be paid through NEFT from a Scheduled Bank in favour of Sagarmala Development Company Limited for the sum as specified in the Data Sheet shall be required to be submitted by each Applicant (“**Bid Security**”). Proposal received without the specified Bid Security will be summarily rejected.
- 2.5.2 Client will not be liable to pay any interest on Bid Security. Bid Security of unsuccessful Applicants shall be returned, without interest, within one month after signing of the contract with the successful Applicant or when the Selection process is cancelled by Client. The successful Applicant’s Bid Security shall be returned, without any interest upon Applicant signing the Contract and furnishing the Performance Security in accordance with the provision of the RFP and Contract.
- 2.5.3 Client will be entitled to appropriate/forfeit the Bid Security as mutually agreed loss and damage payable to client in regard to the RFP without prejudice to Client’s any other right or remedy under the following conditions-
- (1) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract)
 - (2) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP or if the Bid Validity Period is extended by the Applicant,
 - (3) In the case of the Successful Applicant, if the Successful Applicants fail to sign the Contract or provide the Performance Security within the specified time limit, or
 - (4) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.
- 2.5.4 **Performance Security**
- (1) Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the Contract in form of a Bank Guarantee in the form specified in the RFP/ Contract.
 - (2) For the Consultant, the Performance Security shall be retained by Client and will be released after a period of 90 (Ninety) days from the date of completion of the Assignment.

2.6 Applicants

- 2.6.1 Deleted
- 2.6.2 An Applicant may be a Natural person, partnership firm, LLP, private entity or government-owned entity and should submit the proposal in accordance with the terms of this RFP. Applicant can apply only on sole basis and should be registered in India; consortium is not allowed
- 2.6.3 Conflict of Interest
- (1) Client requires that successful Applicant (Consultant) provides professional, objective and impartial advice and at all times holds Client’s interest paramount, strictly avoids conflicts



with other assignment(s)/ job(s) or his own corporate interest and act without any consideration for future work.

- (2) Without limitation on the generality of the foregoing, Applicants and their affiliates shall be considered to have a conflict of interest, unless stated otherwise and shall not be recruited, under any of the circumstances set forth below:-
- (a) **Conflicting Activities:-** A firm that has been engaged by the client to provide Goods, Works, or Non-Consulting services for a project, or any of its affiliates, shall be disqualified from providing Consulting service resulting directly related to Goods, Works or Non-consulting services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a Project, or any of its affiliates, shall be disqualified from subsequently providing Goods, or Works or Non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- (b) **Conflicting Assignment/Job:** A consultant (including its Personnel and Sub-Consultant(s) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/Job of the Consultant to be executed for the same or another Client, for example a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting a Client in the privatization of public assets shall not purchase nor advise purchasers of such assets
- (c) **Conflicting Relationship:** A Consultant (including its Personnel and Sub-Consultant) that has a close business or family relationship with a member of the Client's Staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.
- (3) Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of Technical provided herewith. If the consultant fails to disclose said situations and if Client comes to know about such situation at any time, it may lead to the disqualification of the consultant during the proposal evaluation process or termination of its contract during the execution of assignment.



- 2.6.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal or through its Associate.
- 2.6.5 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.6.6 Deleted

2.7 Preparation of Proposal

- 2.7.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects. All the documentary evidence and other submissions should only be in English Language.
- 2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (1) Minimum Eligibility Criteria with regard to Technical and Financial Capacity of the Applicant- Clause 2.9
 - (2) Deleted
 - (3) Documentary evidence and other information as provided in clause 2.9.3 of this RFP (Instruction to Applicants)
 - (4) The Key Personnel
 - (i) The Key proposed personnel must be permanent full time employees of the firm
 - (ii) The composition of the proposed Team and Task Assignment to Key Personnel shall be clearly stated.
 - (iii) No Key Personnel shall be proposed for any position if the CV of the Key Personnel does not meet the requirements of the ToR.
 - (iv) The Key Personnel shall remain available for the period as indicated in the RFP.
 - (v) No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.



- (vi) Each CV needs to have been recently signed by the Key Personnel and/or countersigned by the authorized official of the Firm. At the time of submission of Proposal, the scanned copies of the signature of Key Personnel will be allowed but at the time of signing of Contract, the original signature will be required. However, in both the cases, original counter signature of Authorized Signatory shall be required in original.
- (vii) A CV shall be summarily rejected if the educational qualification and experience of the Key Personnel proposed does not match with the requirement of the RFP document.
- (viii) The client reserves the right to interview Key Personnel proposed by the Applicant to assess the suitability of the Key Personnel with respect to the requirement set forth in this RFP during the process of evaluation of Proposal.
- (ix) The Key Personnel proposed should possess good working knowledge of English language.

(5) Requirement of Key Personnel:

- (i) Key Personnel must be Chartered Accountants / B. Com graduates with minimum experience of 3 years and should have been involved in atleast 2 assignments of preparation of Financial Statement/Annual Account as per IND AS for the company with the turnover of Rs. 500 crore.
- (ii) Key Personnel must be in-house / permanent staff or full time employees of the firm.
- (iii) The Bidder has to ensure that the time allocated for the Key Personnel does not conflict with the time allocated for any other assignment.
- (iv) The Key Personnel shall remain available for the Duration of the Assignment.
- (v) CV shall bear original signatures of the proposed Key Personnel and certified by the Authorised Signatory of the Bidder.
- (vi) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
- (vii) No Key Personnel involved should have attained the age of 60 (sixty) years at the time of submitting the Bid. SDCL reserves the right to ask for proof of age, qualification and experience at any stage of the project.

2.7.4 Deleted

2.7.5 Cover page of the Proposal shall be signed by the Authorized Representative of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the “**Authorized Representative**”) as detailed below:

- (1) by the proprietor in case of a proprietary firm;
- (2) by a partner, in case of a partnership firm and/or a limited liability partnership; or



- (3) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (4) Power of Attorney, for the Authorized Representative, to be executed as per Applicable Laws and as per format provided in the RFP.

2.7.6 Applicants should note the Proposal Due Date, as specified in **Data Sheet**, for submission of Proposals. No supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

- 2.7.7 Deleted
2.7.8 Deleted.
2.7.9 Deleted.

2.7.10 The Technical Proposal should provide the information as per various Standard Forms provided in Section-3 of this ITA. The standard forms shall be duly filled, stamped and signed by the Authorized Signatory of the Applicant with all the supporting documents as mentioned therein in various Standard Technical Forms and provided in this ITA.

- (1) For Eligible Assignments, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement along-with documentary evidence as detailed out in clause 2.9.3 of this RFP.
- (2) **Each page of the CV must be signed in original by the Authorized Representative together with original or electronic signature of the Key Personnel.** However, at the time of contract signing, original signatures of both Authorized Representative and Key Personnel shall be required.

2.7.11 Entire RFP documents along with any Addendum, Corrigendum issued shall be stamped and signed by the Authorized signatory of the Applicant and submitted the same in the Technical Proposal.

2.7.12 **Financial Proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum proposal inclusive of all costs including but not limited to all applicable taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:



- (1) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all Key Personnel, transportation, equipment, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (2) The Financial Proposal shall take into account all the expenses and tax liabilities and other impositions applicable under the prevailing law on the Applicants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown in the Financial Proposal. The Applicant shall be paid only applicable tax over and above the Consultancy fee on submission of documents. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- 2.7.13 The Financial Proposal should be submitted online only as per the format provided on the tender website. The copy of standard Financial Proposal submission forms prescribed in this RFP for reference only
- 2.7.14 The Financial Proposal shall be in lumpsum which is payable as per deliverables and Methodology of Payment prescribed in the Terms of Reference Section- 5 of this RFP. Applicants shall provide the price of their services in Indian Rupees.
- 2.7.15 Applicants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.7.16 The Proposals must remain valid for a period of 180 days from the Proposal Due Date as specified in the Data Sheet. During this period, the Consultant is expected to keep available the Key Personnel proposed for the Assignment. The Client will make its best effort to complete Contract signing within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Applicants to extend the validity of their Proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their Proposals.

2.8 Submission, receipt and opening of Proposals

2.8.1 Submission of Proposals

The Technical Proposal and Financial Proposal, complete in all respects, should be submitted online as per sequence mentioned below. Proposal should be submitted in two covers.

(1) Cover-I: Technical Proposal

(a) RFP Processing Fee & Bid Security:



- (i) Scanned copy of the proof for the submission of RFP Processing Fee as per clause 2.16.5 of this RFP
- (ii) Scanned copy of the proof for the submission of Bid Security as per clause 2.16.5 of this RFP

(b) Enclosure-I- Scanned copy of the following documents

- (i) Signed Technical Submission form/ Declaration as per Form 3A provided in Section-3.
- (ii) Provide the General Information of Applicant as per Form 3B
- (iii) Format of Technical Capacity (Eligible Assignments) duly filled and signed by Authorized Signatory of the Applicants as per Form 3C provided in Section-3
- (iv) Documentary evidence in support of Eligible Assignments as per Clause 2.9.3 of this ITA
 - (A) Completion Certificate issued by the Client for the Assignment
- OR
- (B) Statutory Auditors/ Chartered Accountant certificate for execution of the work and receipt of full fee regarding the Eligible Assignment.
- (v) Format of Statutory Auditors/ Chartered Accountant certificate for Eligible Assignment as per Form 3D
- (vi) Format of Financial Capacity duly filled and signed by Authorized Signatory of the Applicants as per Form 3E along with the certificate of Statutory Auditors/Chartered Accountant.
- (vii) Format of Power of Attorney for Authorized Signatory duly filled and signed as per Form 3F.
- (viii) Extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Proposal on behalf of the Applicant.
- (ix) Format of Team Composition and Task Assigned duly signed by the Authorized Signatory of Applicants as per Form 3H
- (x) Format of Curriculum Vitae (CV) for the proposed Key Personnel (with one page summary of Experience) as Form 3I duly signed by the respective Key Personnel and Authorized signatory of the Applicant
- (xi) Form 3L – Statement of Legal Capacity- duly filled, stamped and signed by the Authorized Signatory of the Applicant
- (xii) Form 3K- Integrity Pact duly filled, stamped and signed by the Authorized Signatory of the Applicant



(c) Enclosure-II: scanned copies of the following document

- (i) RFP document with all addendums and Corrigendum issued till date duly signed by the Applicant (Digital Signature on the front and last page of the RFP and Corrigendum will suffice the purpose)
- (ii) Copy of GST Registration (self-certified copy)
- (iii) Copy of PAN card of the Applicant (self-certified copy)
- (iv) Documentary evidence, if applicable for claiming the incentives/concession provided in the policy of Startup and MSMEs
- (v) All the documents submitted shall be signed and stamped by the Applicant

It may be noted that the Technical Proposal shall not contain any reference to the Financial Proposal.

(2) Cover-II: Financial Proposal

- (a) Financial Proposal shall be submitted online only in excel format (Financial Proposal). The Form 4A and Form 4 B in Section 4 of this ITA are provided only for indicative purpose and not required to submit along with the Proposal.

For avoidance of doubt Financial Proposal shall only submitted online as per the format provided in E-tender website <https://sdcl.euniwizarde.com>

2.9 Eligible Assignments and Minimum Eligibility Criteria

For the purposes of determining conditions of eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments for the following projects shall be deemed as Eligible Assignments (the “**Eligible Assignments**”) carried out :

- (1) “**Eligible Assignment**” means providing accounting or / and taxation services for Central / State Public Sector Undertakings / Government Companies (incorporated under Companies Act 1956 or Companies Act 2013 and / or listed companies with positive net worth of over Rs. 500 crore.
- (2) The Bidder should have a minimum of 10 years of existence in the field of Accounting and Audit services.
- (3) The Bidder should have requisite infrastructure and manpower for undertaking the job. Address of offices along with name, address and contact number of official to be given as per Form 3B.

2.9.1 Technical Capacity

- (i) The Bidder should have completed, in the preceding five (5) years prior to the Proposal Due Date,
 - (A) At least one Eligible Assignments each of value not less than Rs. 20 lakh



OR

(B) At least two Eligible Assignments each of value not less than Rs. 13 lakh

OR

(C) At least three Eligible Assignments each of value not less than Rs. 10 lakh

AND

a) At least one Eligible Assignments should have involved consolidation of financials, during preceding 5 Financial Years

(Note: Same assignments can be claimed as Eligible Assignments under (A) or (B) or (C) AND under (a) above.)

2.9.2 Financial Capacity:-

The Applicant must have average annual turnover of at least Rs. 50 lakh each in the preceding three financial years prior to the Proposal Due Date.

2.9.3 Documentary evidence to substantiate/support Eligible Assignments

(1) Completion Certificate issued by the Client for the Assignment

OR

Statutory Auditors/ Chartered Accountant certificate for execution of the work and receipt of full fee regarding the Eligible Assignment.

(2) Applicant is allowed to claim all the incentives/concessions as provided in the policy of Startup and MSMEs if applicable in such services. However,

- (a) the Applicants needs to submit all the documentary evidence as normally required to substantiate the claim and
- (b) Applicant should also meet
 - (i) the required qualifications and experience with respect to Key Personnel as mentioned in clause 2.7.3 (5) and
 - (ii) all criteria as mentioned in clause 2.9 except financial capacity mentioned in the 2.9.2 and minimum experience as mentioned in clause 2.9 (2).

(3) Statutory Auditors Certificate/ Chartered Accountant to substantiate the Financial Capacity of the Applicant as per Clause 2.9.2

2.10 Proposal Opening and Evaluation Process

2.10.1 Proposal Opening



Proposal opening shall be carried out in two stages.

- (1) First, Technical Proposal of all the Proposals received shall be opened online on the date and time mentioned in RFP document.
- (2) Financial Proposal of those Applicants whose Technical Proposal has been determined to be responsive and on evaluation, fulfils the Technical Capacity as stipulated in this RFP document, shall be opened on a subsequent date, which will be notified to such Applicants.
- (3) In the event of the specified date for the submission of Bids being declared a holiday for SDCL, the Proposals will be opened at the appointed time and location on the next working day.

2.10.2 Technical proposal Evaluation

- (1) Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at the time of evaluation (Test of Responsiveness). A Proposal shall be considered responsive only if:
 - (a) It is received by the Proposal Due Date and time including any extension thereof, given in the Data Sheet.
 - (b) It is accompanied by the proof of payment of RFP processing fee
 - (c) It is accompanied by the Bid Security
- (2) At the time of Technical Opening, Technical Proposal will be evaluated on the basis of Test of Responsiveness, as per clause 2.10.2 (1).
- (3) Only responsive Proposals shall be further taken up for evaluation. The Client shall evaluate the technical Proposals on the basis of the Qualification & Experience of Key Personnel and Minimum Eligibility Criteria specified in the RFP document. In the first stage of evaluation, a proposal shall be rejected if it is found deficient or found not meeting the Technical Capacity.
- (4) To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Applicants, the Client may, at its discretion, ask any Applicant for a clarification of its Proposal, giving a reasonable time for response. The Client, however, is not bound to accept the clarification submitted by the Proposal if found irrelevant. Client's request for clarification and the response shall be in writing or email.
- (5) Technical Proposals will be evaluated first as per Clause 2.7.3 (5) wherein the qualification and Experience of the Key Personnel to be met by the Applicants and thereafter the proposal shall be evaluated on the basis of meeting the Minimum eligibility criteria mentioned in 2.9. The Proposals which are meeting the criteria of Key Personnel and Minimum Eligibility Criteria as mentioned in clause 2.7.3 (5) and 2.9 respectively will be declared as passed.



- (6) SDCL shall inform the Applicants, whose Technical Proposals fulfil the criteria stipulated in the RFP document, about the opening of Financial Proposal.
- (7) Financial Proposals will be opened online as per e-tender website <https://sdcl.euniwizarde.com>.

2.10.3 Financial Proposal Evaluation

- (1) Applicant quoting the Lowest Financial Proposal will be declared as the Successful Applicants (L-1 Applicant)
- (2) In event the proposal price of two or more Applicants is found to be the same (Tie-Applicants), SDCL may
 - (a) Invite fresh Financial Proposal only from Tie Applicants, however the Financial Proposal quoted by the Tie Applicants in their fresh Financial Proposal should not be higher than the Financial Proposal already quoted by the Applicant.

OR

- (b) Take any such measure as may deem fit in its sole discretion including annulment of the RFP process.

2.10.4 The Successful Applicant shall be the Applicant quoting the Lowest Financial proposal. The Applicant quoting the second Lowest Financial Proposal shall be kept as reserve and may be invited at the discretion of the Client for negotiations in case the L-1 Applicants withdraws or fails to comply with the requirement mentioned in the RFP.

2.11 Negotiation

- 2.11.1 The Successful Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal but will be for re-confirming the obligations of the consultant under this RFP. Issues such as deployment of Key Personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the Successful Applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Successful Applicant and invite for negotiations.
- 2.11.2 The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the Client expects all the proposed Key Personnel to be available during implementation of the Contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 1 (one) Key Personnel and that too by only equally or better qualified and experienced personnel.

2.12 Award of contract



- 2.12.1 After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next ranked Applicant (L-2) may be considered.
- 2.12.2 **Performance Security:** Performance Security equivalent to 3 (three) percent of the Total Cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the form specified at Appendix. For the Successful Applicant, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released 90 (Ninety) Days after the completion of the Assignment as per the terms of the Contract.
- 2.12.3 **Execution of Contract:** After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, the Successful Applicant shall execute the Agreement within 15 (Fifteen) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.12.4 **Commencement of Assignment:** The Successful Applicant / Consultant is expected to commence the Assignment on the date of Commencement of Service as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the Assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security / Performance Security, as the case may be, of the Successful Applicant shall be liable to be appropriated by the Client.

2.13 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.14 Fraud and corrupt practices

- 2.14.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in



the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- 2.14.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ cum RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.14.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (1) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
 - (2) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (3) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (4) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and



- (5) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.15 Miscellaneous

- 2.15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (1) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (2) consult with any Applicant in order to receive clarification or further information;
 - (3) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - (4) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.15.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- 2.15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.16 Data Sheet

2.16.1 The name of Client is: “**Sagarmala Development Company Limited**”

2.16.2 The address of the Client is:

Company Secretary,



Sagarmala Development Company Limited
1st Floor, Thapar House, Gate No.2
124, Janpath, New Delhi – 110001
Email: cs@sdclindia.com

2.16.3 Objective and description of the assignment:

The objective of this RFP document is to select a consultant for “**RFP for Engagement of Agency to carry out Accounting (IND-AS)- Taxation for SDCL**”.

2.16.4 Tentative schedule for Selection Process is as follows:

Activity	Timeline
Date of issue of RFP / publishing date (T)	22 nd April 2022
Proposal Due Date (P)	17 th May 2022, 1500 hrs IST
Date of opening of the Technical Proposal	1530 hrs IST on the Proposal Due Date
Date of opening of the Financial Proposal	To be intimated to Technically Qualified Applicants

2.16.5 The RFP Processing Fee for this RFP is Rs. 2360/- (Indian Rupees Two Thousand plus GST @18%) and the Bid Security for this RFP is Rs. 50,000/- (Indian Rupee Fifty Thousand only). The RFP Processing Fee and Bid Security will be paid through NEFT in favour of Sagarmala Development Company Ltd, the Bank details of Sagarmala Development Company Limited is provided hereunder:-

Account Name : Sagarmala Development Company Limited
Bank Name & Address : Punjab National Bank, Sansad Marg, New Delhi-110001
Account No : 01 53 00 59 00 00 00 47
IFSC : PUNB0015300

2.16.6 The proposal of the Applicant should be valid for 180 days from the Proposal Due Date – Bid Validity Period.

2.16.7 Duration of assignment shall be initially for 3 years. However, the same may be extended for an additional period of maximum two terms of one year each subject to satisfactory performance and the discretion of the management on the same terms and conditions

Note: for accounting services for commencement of this assignment will be considered from 1st June, 2022.

2.16.8 Procedure for submission of the proposals as detailed out in Clause 2.8.1

2.16.9 No Proposal shall be accepted after the closing time of Proposals.



2.16.10 The Technical Proposal and Financial Proposal will be opened by the Evaluation Committee of SDCL on the dates mentioned in the Data Sheet.

2.16.11 The official website for accessing the information related to this RFP are

- (a) E-tender - <https://sdcl.euniwizarde.com> on the Home page of SDCL
And
- (b) SDCL Website <http://www.sdclindia.com> For SDCL website section- “From the “Home” page access “E-Tender” and thereafter scroll down to select “Live & Old Tenders” section to access the RFP document in related to this Assignment”

2.17 Instructions for Online Bid/ Proposal Submission through Tender site
<https://sdcl.euniwizarde.com>

The Applicants/bidders are required to submit soft copies of their bids/proposals electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicants/bidders in registering on the e-Procurement Portal <https://sdcl.euniwizarde.com>, prepare their bids/proposals in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://sdcl.euniwizarde.com>

2.17.1 Registration

- (1) Bidders/Applicants are required to enroll on the e-Procurement Portal <https://sdcl.euniwizarde.com> by clicking on the link “**Bidder Enrollment**” on the e-wizard Portal by paying the Registration fee of Rs. 2360/- per year charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (3) Bidders/Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/Applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.



- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (7) The scanned copies of all original documents should be uploaded on portal.
- (8) For any Query contact to our helpdesk Number 011-49606060,
Email helpdeskeuniwizarde@gmail.com, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228

2.17.2 Searching for Bidding Documents

- (1) There are various search options built in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work ID, Title, Date, etc
- (2) Once the bidders have selected the bids they are interested in, the bidder can pay the processing fee (for processing fee for e-procurement portal) by net-banking / Debit / Credit card and then download the required documents / bid schedules, Bid documents etc as mentioned on website. Once processing fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the bidding document.

2.17.3 Preparation of Bids

- (1) Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal (<https://sdcl.euniwizarde.com>).
- (2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.



- (5) These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.17.4 Submission of Bids

- (1) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
- (3) Bidder has to select the payment option as “**Online mode or Bank Guarantee**” as to pay the EMD/ Bid Security as applicable and enter details of the instrument as per the terms of Tender/RFP.
- (4) In case of Bank Guarantee, scanned copy of BG should be uploaded along with bid. The original Bank Guarantee shall be submitted to office of the concerned official as per schedule mentioned in the bid document. Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will be rejected.
- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (6) The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields



is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.

- (8) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (9) Upon the successful and timely submission of bid click “**Complete**” (i.e. after Clicking “**Submit**” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- (10) The bid summary has to be printed and kept as an acknowledgement of bid submission.

2.17.5 Assistance to Bidders

- (1) For any Query contact to our helpdesk Number 011-49606060,
Email helpdeskeuniwizarde@gmail.com, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228



(3) Technical Proposal and Standard Forms

- Form 3A: Technical Proposal Submission Form/Declaration
- Form 3B: General Information of Applicant
- Form 3C: Format of Technical Capacity (Eligible Assignments)
- Form 3D: Statutory Auditors/ Chartered Accountant certificate for Eligible Assignment
- Form 3E: Format of Financial Capacity
- Form 3F: Format for Power of Attorney for Authorized representative
- Form 3G: Deleted
- Form 3H: Team Composition and task Assignments
- Form 3I: Curriculum Vitae (CV) for proposed Key Personnel (with one page of summary of experience)
- Form 3K: Integrity Pact
- Form 3L: Legal Capacity



FORM 3A: Technical Proposal Submission Form/ Declaration

[Location, Date] To:

Company Secretary,
Sagarmala Development Company Limited,
1st Floor, Thapar House, Gate No. 2
124, Janpath, New Delhi – 110001

Subject: RFP dated [insert date and month], 2022, for RFP for Engagement of Agency to carry out Accounting (IND-AS)- Taxation for SDCL

Dear Sir,

With reference to your RFP document dated, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant] [insert full name and address Consultant].

We understand you are not bound to accept any Proposal you receive.

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

Further:

- (1) We acknowledge that SDCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- (2) This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
- (3) We shall make available to SDCL/Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- (4) We acknowledge the right of SDCL/Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- (5) We certify that in the last 3 years, we/any of our Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- (6) We declare that:
 - (a) We have examined and have no reservations to the RFP, including any Addendum/corrigendum issued by the Client;



- (b) We do not have any conflict of interest in accordance with the terms of RFP
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (7) We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
- (8) Deleted
- (9) We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
- (10) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- (11) We further certify that no investigation by a regulatory authority is pending either against us or against or against our CEO or any of our Directors / Managers
- (12) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Assignment.
- (13) We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Assignment is not awarded to us or our proposal is not opened or rejected.
- (14) We agree to keep this offer valid for one hundred eighty (180) days from the Proposal Due Date specified in the RFP.



RFP for Engagement of Agency to carry out Accounting (IND-AS)- Taxation for SDCL



- (15) A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
- (16) The Statement of Legal Capacity as per format provided, duly signed and stamped is enclosed.
- (17) Bid Security and RFP processing fee as provided in the RFP has been paid by us and we are enclosing the proof of the such payment.
- (18) In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- (19) We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
- (20) The Technical and Financial Proposal is being submitted. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.
- (21) We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain
Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
(Name and stamp of the Applicant/Member in Charge)



Form 3B: General Information of Applicant

Details of Applicant

(1) Applicant

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:

(2) Brief Description of the Company including details of its main lines of Business

(3) Details of individual(s) who will serve as the point of contact/ communication for SDCL:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:

(4) Particulars of the Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Phone Number:
- (f) Email Address:



FORM 3C: Format for Technical Capacity - (Eligible Assignments)

Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as a Lead Member/Member in Charge of the major companies within an JV/consortium for carrying out consulting services similar to the ones requested under this assignment. In case of the contract jointly executed by the Applicant (as a part of consortium, the Applicants should further support his claim for the share of work done for that particular conduct by producing a certificate from Client or Statutory Auditors Certificate or self-certificate]

- Use Assignments with copy of proof of experience as required for meeting the minimum Eligibility criteria prescribed.
- Exhibit only those Assignments undertaken in the last seven (7) years preceding the Proposal Due Date.
- Assignment without the proof of experience as detailed out in 2.9.3 will not be considered

Assignment Name:	Approx. value of the Contract (in INR in Crore)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore)
Start Date (Month/Year): Completion Date (Month/Year):	No: of professional staff months provided by associated Consultants:
Name of Lead Member: Name of Associated Consultants, If any	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Narrative Description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:



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For the purpose of evaluation of applicants INR 70 (INR Seventy only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 (Sixty) days prior to the proposal due date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.



Form 3D: Statutory Auditors/ Chartered Accountant certificate for Eligible Assignment

- Use the below format as proof for eligible assignment as per this RFP (**where completion certificate is not available**)

This is to certify that -----(Name of the Firm) (Registered Address) has completed the following projects and received the full Fee as per the work order/contract. Fees so received have been shown below against the respective projects.

S.N.	Name of Project	Name of Client	Start Date	End Date	Fee as per Work Order/Contract	Fee Received

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

(Signature of the Chartered Accountant/Statutory Auditor Seal of the Firm)

Note:-

- a) **This form shall be submitted on the letter head of the Chartered Accountant/statutory auditor,**
- b) **Applicant should provide the details of only those projects which are completed and against which the full fees has been received.**



FORM 3E: Financial Capacity

- Use the below format to exhibit Turnover figure for the past three (3) financial years only

S.No	Financial Year	Annual Turnover (in Rs. cr)
1	2018-19	
2	2019-20	
3	2020-21	
Average Annual Turnover [(1) + (2) + (3)]/3		

Note: The certificate of Average Annual Turnover is to be provided by the Applicant(s) from its respective Statutory Auditor.

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that -----(Name of the Firm) (Registered Address) has received the payments / earned revenue shown above against the respective years.

Name of the Authorized Signatory

Designation:

Name of the Firm:-----

(Signature of the Statutory Auditor Seal of the Firm)

Note:-

This form shall be submitted on the letter head of the Chartered Accountant/statutory auditor



FORM 3F: Format of Power of Attorney for Authorised Representative

(On a Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Msson / daughter / wife and presently residing at ... who is presently employed with / retained by us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection for the { *Assignment name*}, being undertaken by Sagarmala Development Company Limited (the "**Client**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information / responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and / or upon award thereof to us till the entering into of the Contract with the Client.

And, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER

OF ATTORNEY ON THIS ... DAY OF....., 20**

For ...

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



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2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



FORM 3G: Deleted



FORM 3H: Team Composition and Task Assignments

Key Personnel				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Support Professionals, if any*				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



FORM 3I: Curriculum Vitae (CV) for Proposed Staff (with one page of summary of experience)

Limit each CV to 5 pages single-sided.

1	Proposed Position (Also specify whether staff is for Core Team)	only one candidate shall be nominated for each position			
2	Name of Firm	Insert name of firm proposing			
3	Name of Staff	[First] [Middle] [Surname]			
4	Date of Birth	[Day, Month, Year]	Nationality		
5	Education	Indicate college/university and other specialized education of staff member, giving names of institutions, qualifications obtained, and date			
6	Membership of Professional Organizations				
7	Training & Publications:	[Indicate significant training since education degrees (under 5) were obtained]			
8	Countries of Work Experience	List countries where staff has worked in the last ten years			
9	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
		Language 2			
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:	Name of Organization	Position Held	Duration	
				to Present	
11	Detailed Tasks Assigned				
12	Work Undertaken that Best Illustrates the Required Professional Experience	[Among the assignments in which the Staff has been involved, indicate the			



		<p>Handle the Tasks Assigned</p> <p>following information for those assignments that best illustrates staff's professional experience as per the requirements of this RFP</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location: Client:</p> <p>Relevant project features: [size in INR, details of eligible projects and services provided]</p> <p>Positions held:</p> <p>Activities performed:</p>
--	--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member]

Day/Month/Year

Full name of staff: Date:

[Signature of authorized representative of the firm]

Day/Month/Year Full name of authorized representative:

Signature of the proposed staff:



Form 3J: Deleted



FORM 3K: INTEGRITY PACT

Between

Sagarmala Development Company Limited (SDCL) hereinafter referred to as **"The Principal"**,

and

..... hereinafter referred to as **"The Bidder"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the JPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other



benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (b) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant JPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (c) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "**Guidelines on Indian Agents of Foreign Suppliers**" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (e) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "**Guidelines on Banning of business dealings**".



Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "**Guidelines on Banning of business dealings**".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

- (1) If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD, SDCL.



- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD, SDCL and rescues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate **action**.
- (7) The Monitor will submit a written report to the MD, SDCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic **situations**.
- (8) If the Monitor has reported to the MD, SDCL, a substantiated suspicion of an offence under relevant JPC/ PC Act, and the MD, SDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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



Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For & On behalf of the Principal

For & On behalf of Bidder/ Contractor

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness -1

Witness-2

Name:

Name:

Address:

Address:



FORM 3L: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Company Secretary,
Sagarmala Development Company Limited,
1st Floor, Thapar House, Gate No. 2
124, Janpath, New Delhi – 110001

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFP document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....



(4) Financial Proposal - Standard Forms

Form 4A: Financial Proposal Submission Form

Form 4B: Summary of Costs



FORM 4A: Financial Proposal Submission Form

[Location] [Date]

To:

Company Secretary,

Sagarmala Development Company Limited

1st Floor, Thapar House, Gate No. 2, 124, Janpath, New Delhi – 110001

Dear Sir,

Subject: RFP for Engagement of Agency to carry out Accounting (IND-AS)- Taxation for SDCL

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal (inclusive of GST) is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:



FORM 4B: Summary of Costs

(Amount in INR)

(1) Summary of Cost

				Amount Payable (in INR)	
S • N •	Particulars	Unit	Quantity (X)	Amount in Figure (Y)	Total Amount in Figure Z = X * Y
1	A. Preparation of Financial Statement as per IND-AS for each quarter during Financial Years and for each Financial Years B. Accounting and Taxation services	Per quarter	12		
2	GST (18%)				
3	Total Cost of Contract (1 + 2)				



(5) Terms of Reference (ToR)

5.1 Introduction

- (1) SDCL has invested in equity shares in the following projects till date viz.
 - (a) Krishnapatnam Railway Company Limited (Associate company from FY 2018-19 with 20% equity shares)
 - (b) Haridaspur Paradip Railway Company Limited (Associate company from FY 2019-20 with more than 20% equity shares)
 - (c) Calcutta-Haldia Port Road Company Limited (Associate company from FY 2019-20 with less than 20% equity shares)
 - (d) Vishakhapatnam Port Road Company Limited (Associate company from FY 2019-20 with more than 20% equity shares)
 - (e) Indian Ports Global Ltd (Wholly Owned Subsidiary – for Chabahar Port operations).
- (2) Number of Associate companies and/or subsidiary companies may increase or decrease depending on the future investment(s) as approved by the Board of Directors of SDCL.
- (3) Preparation of both quarterly and Annual Accounts / Financial Statements to be done based on IND-AS and / or applicable laws / guidelines.

5.2 Scope of Work (SoW)/ToR

Accounting and Taxation Outsourcing

(1) Accounting and Bookkeeping services for Financial Year 2022-23 (from 1st June 2022), 2023-24 and 2024-25

- a) Understanding of various business processes of SDCL and its environment
- b) Documentation of significant processes resulting into an accounting outcome and process controls related to various accounting inputs
- c) Customize group chart of accounts if any as per the requirements of Ind AS (after the same is agreed by SDCL). Implement the agreed chart of accounts in SDCL's accounting system
- d) These activities will include the following - as required under Ind AS or as per applicable guidelines -
 - Streamlining/setting-up of books of accounts
 - Recording day to day accounting transactions
 - Managing accounts payable and accounts receivable function
 - Recording fixed assets and prepare depreciation schedules
 - Recording month-end accruals and manage the closure process
 - Preparing bank reconciliation and inter-company reconciliation statements
 - Accounting and deduction of TDS as per applicable regulations

(2) Financial reporting and audit coordination

- a) Prepare compliance calendar: This will include standard and regular compliance requirements related to the Companies Act 2013, TDS, etc.



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- b) Support in designing company's monthly reporting structure (e.g. Trial Balance, Balance Sheet Reconciliation, Cash Flow statement, Bank Reconciliation statements)
- c) Coordination with Auditors
- d) These activities will include the following:
 - Prepare customized monthly / quarterly / annual MIS reports as per requirement
 - Prepare financial statements as per IND AS
 - Liaise with auditors for timely completion of the audit
 - Support in preparation of annual and monthly budgets
 - Support in preparation of cash flow forecast statement

(3) Tax compliance

- a) Assist with direct tax and indirect tax compliance
- b) Assist with preparation of data for various tax returns
- c) Assist with preparation of Income Tax and GST Returns
- d) Assist with appeals and revisions
- e) Assist with tax assessments and other regulatory compliances
- f) Assist with drafting of responses to preliminary queries from tax department
- g) Assist with litigation / tax dispute resolution and provide advisory services
- h) Assist with advance tax working
- i) Submit the details of direct and indirect taxes to be deposited by SDCL at least 3-4 days prior to due date.
- j) Review required registers and records



5.3 Terms of Engagement

- (1) The contract period will be for 3 years. However, the same may be extended for an additional period of maximum two terms of one year each subject to satisfactory performance and the discretion of the management on the same terms and conditions.
- (2) All final deliverables will be the property of Sagarmala Development Company Limited.
- (3) Consultant shall maintain strict confidentiality of the documents handled by them during the assignment.
- (4) The Quoted fees shall be inclusive of any reimbursement towards Out-of-Pocket Expenses (OPEs)/any other additional expenses incurred by the Consultant.
- (5) SDCL may terminate this agreement / contract by giving 60 days notice and no claim of any nature will be entertained for the balance period to the Selected Bidder.

5.4 Timelines & Payment Terms:

S. No	Deliverables	Timelines*
1.	Preparation of Quarterly Financial Statement as per IND-AS for FY 2022-23	Within 30 days of the end of each quarter – June, September, December and March of Financial Year 2022-23
2.	Preparation of annual Financial Statement as per IND-AS for the FY 2022-23 a. Stand alone b. Consolidated	30 April 2023 30 June 2023 (or 30 days from receipt of Account statements of all companies)
3.	Preparation of Quarterly Financial Statement as per IND-AS for FY 2023-24	Within 30 days of the end of each quarter – June, September, December and March of Financial Year 2023-24
4.	Preparation of annual Financial Statement as per IND-AS for the FY 2023-24 a. Stand alone b. Consolidated	30 April 2024 30 June 2024 (or 30 days from receipt of Account statements of all companies)
5.	Preparation of Quarterly Financial Statement as per IND-AS for FY 2024-25	Within 30 days of the end of each quarter – June, September, December and March of Financial Year 2024-25
6.	Preparation of annual Financial Statement as per IND-AS for the FY 2024-25 a. Stand alone b. Consolidated	30 April 2025 30 June 2025 (or 30 days from receipt of Account statements of all companies)
7.	Details of direct and indirect taxes to be deposited by SDCL	3-4 days prior to due date

** Timelines may be extended, for the reasons not attributable to the Firm, subject to the approval of MD, SDCL*

Responses on the observation of Statutory and CAG Audits need to be provide within 1 day from receipt of observations or such time period specified by the regulatory authority, whichever is earlier.



5.5 Methodology of Payment

Payment to the consultant will be made quarterly by SDCL after satisfactory completion of various deliverables.

All payments are subject to deduction of TDS on direct & indirect taxes as applicable from time to time.

Price Revision

The price will remain same for initial duration of contract i.e. 3 years. In case, SDCL decides to extend the contract beyond the 3 years, it will provide an escalation of 5% for each subsequent year on the quoted amount. All other terms and conditions will remain unchanged.



(6) Standard Forms of Contract

Draft Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the Firm in its name)

Agreement No. _____

This AGREEMENT (hereinafter called the “Agreement”) is made on the ____ day of the month of _____ 2019, between, Sagarmala Development Company Ltd (hereinafter called “SDCL” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, _____ (hereinafter called the “Firm” which expression shall include their respective successors and permitted assigns).

“Party” means SDCL or the Firm, as the case may be, and Parties means both of them.

WHEREAS

- (a) SDCL issued a tender vide NIT No. -----dated -----2019 for Appointment of Firm **to carry out Accounting (IND-AS)- Taxation for SDCL** (hereinafter called the “Services”)
- (b) The Firm submitted its proposals for the aforesaid work, whereby the Firm represented to SDCL that it had the required professional skills, and in the said proposals the Firm also agreed to provide the Services to SDCL on the terms and conditions as set forth in the tender and this Agreement; and
- (c) SDCL, on acceptance of the aforesaid proposals of the Firm, awarded the assignment to the Firm vide its Letter of Award dated _____ (the “LOA”);and
- (d) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

- (1) Terms of Reference and deliverables:** The terms of reference shall be as per details given under Section-III “Terms of Reference” in Tender document.
- (2) Key Personnel**
 - (a) The Firm shall deploy the Key Personnel proposed in their Technical Bid.
 - (b) Except as SDCL may otherwise agree, no changes shall be made to the Key Personnel. If for any reason beyond the reasonable control of the Firm (e.g. death, physical disability etc.), a replacement is required and it becomes necessary for the Firm to replace the Key Personnel specified in the Technical Bid, the Firm shall forthwith provide a replacement acceptable to SDCL with comparable or better qualifications / experience.
 - (c) In case any additional personnel required by SDCL during the subsistence of the Agreement, the same will be provided by the Firm with comparable or better qualification/experience but in no case qualification/experience lower than the already deployed personnel.
 - (d) The Key Personnel shall be present at SDCL office atleast once a week (specific day of the week to be mutually decided) during working days and shall follow normal office timing of SDCL i.e. 9.30 am to 6.00 pm on the days of attendance.



(3) Time Schedule and Terms of Payment:

- (a) The payments shall be released as per Section-III, clause “**Time Schedule and Terms of Payment**” in Tender document. The payment will be made after receipt of bill and on acceptance of the work by SDCL.
- (b) While making the payment, statutory deductions as applicable, shall be made by SDCL.
- (c) SDCL will make the payment through e-mode only to Firm’s Bank account.

(4) Commencement and Completion

- (a) **Effective date of Agreement:** This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.
- (b) **Commencement of Services:** The Firm shall commence the Services within a period of 7 (seven) days from the date of Letter of Award (LOA), unless otherwise agreed by the Parties, in writing.
- (c) **Period of Agreement:** The agreement is till 30th September 2025 or till conclusion of Annual General Meeting for that calendar year or any extension thereof for an additional period of maximum two terms of one year each subject to satisfactory performance and the discretion of the management on the same terms and conditions.

(5) Performance of the Services

In addition to the ToR, the Firm shall

- (a) carry out the Services with due diligence and efficiency and shall furnish to SDCL such information related to the Services as SDCL, may from time to time reasonably request.
- (b) act at all times so as to protect the interest of SDCL and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.
- (c) furnish to SDCL such information related to the Services as SDCL may from time to time reasonably request.
- (d) Accounts of SDCL need to maintain on a weekly basis.

(6) Relationship of Parties

- (a) Nothing contained herein shall be construed as establishing or creating between SDCL and the Firm a relationship of master and servant or principal and agent.
- (b) The Firm shall during the performance of the Services be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

(7) Accounts and Records

- (a) The Firm shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accuracy.
- (b) The Firm shall permit duly authorized representatives of SDCL, including auditor selected by SDCL, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Agreement.; if overpayment is a result of the Firm having been engaged in what SDCL determines to constitute corrupt practices or fraudulent practices, SDCL shall, unless it decides otherwise, terminate the Agreement. Such action shall be in addition to any action that SDCL may chose, including declaring the Firm ineligible for award of further SDCL contracts.



(8) Indemnity and Insurance

- (a) The Firm shall provide insurance cover for
 - (i) Employer's liability with respect to the Key Personnel's life, health, accident, travel or other insurance as may be appropriate;
 - (ii) Professional liability insurance with a minimum coverage equal to total Contract Value of this Agreement; and
- (b) The Firm shall-
 - (i) Indemnify, protect and defend at Firm's own expense SDCL, its agents and employees from and against any and all actions, claims, losses or damages arising out of Firm's failure to exercise the skill and care required under Clause 5
 - (ii) In addition to any liability Firm may have, the Firm shall, at its own cost and expense, upon request of SDCL re-perform the services in the event of Firm's failure to exercise the skill and care required under Clause 5.

(9) Ownership of Work Product, Computer Programs and Equipment

- (a) All vouchers, bills, reports, documents, correspondence, draft publications, notes, work product in any form and technical data compiled or prepared by the Firm and communicated to SDCL in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of SDCL. The Firm may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to SDCL, but shall not use the same for any purpose unrelated to the Services without the prior written approval of SDCL.
- (b) Equipment, and materials furnished to the Firm by SDCL or purchased by the Firm wholly or partly with funds supplied or reimbursed by SDCL hereunder, shall be the property of SDCL, Equipment or materials furnished by the Firm and the personnel and use either for the Services or personnel use shall remain the property of the Firm or the Personnel concerned, as applicable.

(10) Disposal of Data and Equipment

Upon completion/termination of Services, the Firm shall

- (a) Sort and index the documents and data (Including the related software) referred to in clause 10 (a) hereof and transmit the same to SDCL; and
- (b) Furnish to SDCL as the case may be, inventory of the equipment and materials referred to in Clause 10 (b) hereof as it then remains, and dispose of the same as directed by SDCL, respectively.

(11) Coordination

The Firm shall at all times cooperate and coordinate with SDCL, with respect to the carrying out of the Services.

(12) Exemptions and Facilities

- (a) Taxes and Duties



For Firm’s Key Personnel who are permanent residents in India, the Firm and the personnel pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and SDCL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

(b) Facilities:

SDCL shall provide work station and pooled printer for the Key Personnel deployed by the Firm.

(13) Confidentiality

- (a) The Firm and its personnel shall treat all matters in connection with the Agreement as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc provided by SDCL without the prior written consent of SDCL.
- (b) The Firm further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Agreement and the Firm shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

(14) Performance Bank Guarantee

The Firm, within 14 days from the date of issue of Letter of Award by SDCL, shall furnish a Performance Security in the form of a Bank Guarantee, format as per Form E in Section-II, issued by any scheduled commercial bank equivalent to 10% of the Contract Value valid till 30 September 2025. Upon furnishing the Performance Security, the Bid Security of the Firm shall be returned. The Performance Security shall act as a security deposit and either in case the Firm is unable to start the assignment within the stipulated time or start of the assignment is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of Agreement during the Duration of the Agreement, SDCL shall be entitled to invoke the Performance Bank Guarantee without notice or right of demur to the Firm. Further, the SDCL reserves the right to invoke the Performance Bank Guarantee in case the Firm is not able to fulfil any or all conditions specified in the document or is unable to complete the assignment within the stipulated time.

(15) Time Schedule

S. No	Deliverables	Timelines*
1.	Preparation of Quarterly Financial Statement as per IND-AS for FY 2022-23	Within 30 days of the end of each quarter – June, September and December of Financial Year 2022-23
2.	Preparation of annual Financial Statement as per IND-AS for the FY 2022-23 c. Stand alone d. Consolidated	30 April 2023 30 June 2023 (or 30 days from receipt of Account statements of all companies)
3.	Preparation of Quarterly Financial Statement as per IND-AS for FY 2023-24	Within 30 days of the end of each quarter – June, September and December of Financial Year 2023-24
4.	Preparation of annual Financial Statement as per IND-AS for the FY 2023-24	30 April 2024 30 June 2024 (or 30 days from receipt of



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	c. Stand alone d. Consolidated	Account statements of all companies)
5.	Preparation of Quarterly Financial Statement as per IND-AS for FY 2024-25	Within 30 days of the end of each quarter – June, September and December of Financial Year 2024-25
6.	Preparation of annual Financial Statement as per IND-AS for the FY 2024-25 c. Stand alone d. Consolidated	30 April 2025 30 June 2025 (or 30 days from receipt of Account statements of all companies)

* Timelines may be extended, for the reasons not attributable to the Firm, subject to the approval of MD, SDCL

Responses on the observation of Statutory and CAG Audits need to be provide within 1 day from receipt of observations or such time period specified by the regulatory authority, whichever is earlier

(16) Payment Terms

The Firm will raise the invoice after completion of every milestones. The details of the milestones are provided hereunder:-

Particulars	Amount payable (Rs.)	Deliverables / Timelines
Preparation of Financial Statement as per IND-AS for the each Financial Years	as quoted by Bidder in Financial Proposal	Finalisation of Financial Statement as per IND-AS for the each Financial Years
Accounting and taxation Outsourcing support	as quoted by Bidder in Financial Proposal	Payment to be made at the end of each quarter.

All payments are exclusive of GST and other applicable taxes and subject to deduction of TDS as applicable from time to time.

The Financial Bid shall be quoted on the following basis:

1. The Firm will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel in this Assignment.
2. All duties, taxes, royalties and other levies payable by the Firm under the Agreement, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment.

The Firm will raise the invoice after obtaining the acceptance of work completion from SDCL. SDCL will make the payment within 45 days from the date of invoice.

(17) Expiration of Agreement

Unless terminated earlier, this Agreement shall expire on 30 September 2025, the same may be extended for an additional period of maximum two terms of one year each subject to satisfactory performance and the discretion of the management on the same terms and conditions.



(18) Liabilities:

Without prejudice to any express provision of this Agreement, the Firm shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this Agreement. Firm shall remain liable for any damages due to its gross negligence during the subsistence of this Agreement and for the next 12 months after the expiry of this Agreement. The amount of liability will be limited to 10% of the Contract Value.

(19) Liquidated Damages

If the Firm fails to complete any Deliverable within the Timelines as stipulated in this Agreement, the Firm shall without prejudice to any other right or remedy of SDCL on account of such default, pay compensation (not by way of penalty) at the rate of 0.5% (half percent) per week or part thereof on the Contract Value, subject to maximum of 10% of the total Contract Value.

Besides, the Firm will be liable to pay penal charges levied by various regulatory authorities with regard to delay, negligence in estimation of taxes and filing / payment of taxes or on failure of the Firm regarding any other statutory compliance.

(20) Force Majeure :

If at any time during the existence of this Agreement either Party is unable to perform in whole or in part any obligations under this Agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God, fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of any Deliverable shall not be deemed to be waiver / extension of time in respect of the remaining Deliverables.

If operation of such circumstances exceeds three months, either Party will have the right to refuse further performance of the Agreement in which case neither Party shall have the right to claim eventual damages.

The Party which is unable to fulfill its obligations under the present Agreement must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other Party of the existence or termination of the circumstances preventing the performance of the Agreement. Non-availability of Key Personnel will not be an excuse to the Firm for not performing their obligations under the Agreement.

(21) Termination

- (A) If the Firm fails to carry out any of its obligations, or if the Firm is not executing the Services in accordance with the Agreement, SDCL may give notice to the Firm requiring the Firm to make good such failure and remedy the same within such time as SDCL may deem to be reasonable. In the event the failure is not remedied within the reasonable period as provided by SDCL, SDCL shall serve a show cause notice for termination. If satisfactory response from the Firm is not received within 7 working days, SDCL shall terminate the Agreement. In such event of termination, SDCL shall be entitled to appropriate the Performance Security.
- (B) Firm may terminate this Agreement in the event, SDCL fails to pay any amount, which is not subject to dispute, within 45 days after receiving written notice from the Firm that such amount is due or SDCL is in material breach of its obligation and has not remedied the same within 45 days after receiving written notice from the Firm.



In such event of termination,

- (i) Firm shall be entitled to receive payment of the Services performed till the date of such termination, the valuation of Services performed shall be determined by officials deputed by SDCL and
- (ii) SDCL will release the Performance Security after deducting any amount due to SDCL.

(22) Settlement of disputes

(a) Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

(b) Dispute resolution

- (i) The Parties agree to use best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.
- (ii) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably within thirty (30) days of notice. After the expiry of said period of notice of Dispute without any written amicable settlement, it shall be deemed that such a Dispute is not resolvable by amicable settlement. However, at any time, both the Parties can extend the said period of 30 days by mutual agreement in writing.

(23) Arbitration

- (a) Any dispute or difference whatsoever arising between the Parties out of or relating to the meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by Managing Director of SDCL. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.
- (b) The venue of arbitration shall be New Delhi.
- (c) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

(24) Miscellaneous Provisions

(a) Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

(b) Compliance to Laws, Bylaws & Regulations

The Firm shall respect and abide by all applicable laws and regulations in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the Republic of India including regulations and rules made thereunder as may be in force and effect during the subsistence of this Agreement. The Firm shall use its best efforts to ensure that Key Personnel and their dependents, while in India and local employees of the Firm shall respect and abide by the said- laws and regulations.



(c) Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, and delivered or transmitted to the Parties at their respective addresses set forth below:

If to SDCL:

Managing Director

Sagarmala Development Company Ltd

1st Floor, 124, Thapar House, Gate No. 2

Janpath, New Delhi-110001

Email: md@sdclindia.com

If to the Firm:

Attn:

Or such address as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

(d) Language

All written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

(e) Execution of Agreement

This Agreement is executed in duplicate and a copy each shall be retained by each of the parties hereto.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on behalf of

Signed and Delivered for and on behalf of

M/s

M/s Sagarmala Development Company Ltd

(Authorised Signatory)

(Authorised Signatory)

Date:



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Place:

In presence of two witnesses

- (1) Name:
Company Name
Address

- (2) Name
Company Name
Address



APPENDIX I: Format of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank

Guarantee: Date:

Dear Sir,

In consideration of Sagarmala Development Company Limited (hereinafter referred as the “**Client**”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at <address> (hereinafter referred to as the “**Consultant**” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client’s Contract Letter of Award No. <reference> dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at INR [amount in figures and words] for (Scope of Work) (hereinafter called the “**Contract**”) and the Consultant having agreed to furnish a Bank Guarantee amounting to INR [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of INR [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of



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omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant / the Bank or any absorption, merger or amalgamation of the Consultant / the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to INR [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day <month> of <year> in ('yyyy' format) at <place>.

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "**Bank Guarantee**". The bank guarantee shall be issued either by a bank (Nationalized / Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.