



Request for Proposal (RFP) for appointment of Specialized Consultants for Sagarmala Development Company Ltd



## **Sagarmala Development Company Limited**

### **Request for Proposal (RFP) for appointment of Specialized Consultants for Sagarmala Development Company Ltd**

**Ref. No.: SDCL/NIT/2021-22/14**

**September 2021**

**Sagarmala Development Company Ltd. (SDCL)  
1<sup>st</sup> 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 Ltd (SDCL) (“The Client”) is likely to be categorized as Schedule-B 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 was formed with a specific mandate and objective to develop and formulate projects emanating from National Perspective Plan (NPP), provide funding window to residual projects that cannot be funded through any other means/mode and assist Projects SPVs set up by the Central Ministries/State Governments/Ports/State Maritime Boards etc. with the underlying objective of promoting port-led development.
- (3) SDCL is exploring investment opportunities in the following areas namely:
  - (a) **Port Modernization & New Port Development:** Transforming existing ports into world class ports through capacity augmentation, modernization of port infrastructure and improving operational efficiency of existing ports. Development of new ports is also envisaged as part of the Programme.
  - (b) **Enhancing port connectivity for efficient evacuation:** Improving port evacuation and connectivity to the hinterland and developing optimal multi-modal logistics solutions for efficient, cost effective movement of cargo and to harness the potential of inland waterways / coastal shipping.
  - (c) **Port-led Industrialization:** Undertaking development of Coastal Economic Zones and aligning with the ‘Make in India’ initiative is another important objective of the Sagarmala programme. Port based industrialization will include development of port-based industrial parks, promoting captive industries and ancillary facilities and other related industries.
  - (d) **Coastal Community Development:** This aims to promote sustainable development of coastal communities through skill training programs, development of coastal tourism, fisheries and other activities.
  - (e) **Project Development Activities :** Project Development Activities to be undertaken jointly with State Maritime Board/Major Ports and other Government Bodies for promotion of Private Sector Investment in the Maritime Sector.



## 1.2 Objective

SDCL wishes to engage a firm for providing specialized Consultants for a period of one year which may be extended for a subsequent period of one year on mutual consent, to enable SDCL in discharging its functions related to Paragraph 1.1 (2) above. The detailed Terms of Reference (ToR) is provided in Section-5.

## 1.3 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.

## 1.4 Selection Process

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

## 1.5 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

II – General Conditions of Contract

III – Special Conditions of Contract

Appendices: Other relevant information, forms and formats

## 1.6 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](http://www.sdclindia.com)).
- (2) Applicant can access these clarifications/corrigenda as per routing mentioned below:-
  - (a) E-tender - <https://sdcl.euniwizarde.com> on the Home page of SDCL
  - (b) For SDCL website section- “From the “Home” page access “Notification” and thereafter scroll down to select “Tenders” section to access all the uploaded documents related to this RFP”



1.7 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.

Yours sincerely

**Company Secretary**

**Sagarmala Development Company Limited**



### Critical Data Sheet

**The Applicant shall ensure following while submitting their proposal**

- (1) The firm will be selected on the **Price based system (Least Cost selection)**.
- (2) The Proposal shall be accompanied with Bid Securing Declaration as per format Form 3G. Proposal unaccompanied with the aforesaid Bid Securing Declaration shall be summarily rejected
- (3) Technical Proposal
  - (a) Technical proposal Form/Declaration (Form 3A) on the Applicant Letter head duly filled, signed and stamped
  - (b) General Information of Applicant as per Form 3 B.
  - (c) Minimum Eligibility criteria
    - (i) Technical Capacity- Details of eligible Assignment as per Form 3 C duly filled signed and stamped along with documentary evidence as detailed out in Clause 2.7.4
    - (ii) Financial Capacity- Form 3 E duly filled, signed and stamped along with statutory auditors/Chartered Accountant certificate to substantiate the claim for average Annual Turnover
  - (d) Power of Attorney in case of Applicant – Form 3 F. The Applicant also provides the extract of the charter document and other documents such as resolution/power of Attorney in favour of the person executing this proposal on behalf of Applicant.
  - (e) All the other documents as mentioned in Clause 2.6.1 (1)
- (4) Financial Proposal shall be submitted online in excel format only as provided in tender website <https://sdcl.euniwizarde.com>
- (5) Important Dates

Activity	Timeline
Date of issue of RFP / publishing date (T)	23 <sup>rd</sup> September 2021
<b>Proposal Due Date (P)</b>	<b>13<sup>th</sup> October 2021, 1500 hrs IST</b>
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 Applicant 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 “appointment of Specialized Consultants for Sagarmala Development Company Ltd”, hereinafter referred to as the “**Assignment**”. The Proposal will form the basis for contract signing with the Firm. The Firm shall provide Specialized Consultants in accordance with the terms of this RFP.
- 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 Firm 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 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, 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.
- 2.1.6 Client requires that the Firm 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 Firm 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.
- 2.1.7 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.

2.1.8 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.

2.1.9 Deleted

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

2.1.11 **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.

**2.1.12 Number of Proposals:**

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

**2.1.13 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 take action as per Bid Securing Declaration against 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.

#### **2.1.14 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) 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.

#### **2.2 Amendment of RFP documents**

- 2.2.1 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.

#### **2.3 Bid Security**

- 2.3.1 No Bid security is to be provided by the Applicants, however Bid Securing Declaration form to be filled as per format provided in Form G. Proposal received without the Bid Securing Declaration will be summarily rejected.
- 2.3.2 The Bid Securing Declaration shall be valid for a period of forty five (45) days beyond the validity period of RFP. As the validity period of RFP is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Proposal Opening Date.



- 2.3.3 The proposal submitted without Bid Securing Declaration Form will be rejected without providing any further opportunity to be Applicant concerned
- 2.3.4 The Applicant shall extend the validity of the offer and Bid Securing Declaration Form on request of SDCL.
- 2.3.5 **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 until the completion of the Assignment and will be released 180 (one hundred and eighty) days after the completion of the Assignment.

## 2.4 Applicants

- 2.4.1 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, consortium is not allowed.
- 2.4.2 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.
- 2.4.3 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.

## 2.5 Preparation of Proposal

- 2.5.1 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.
- 2.5.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a Proposal.



- 2.5.3 Technical Proposal: While preparing the Technical Proposal, Applicants must give particular attention to the following:
- (1) Minimum Eligibility Criteria with regard to Technical and Financial Capacity of the Applicant- Clause 2.7.2 and 2.7.3
  - (2) Documentary evidence and other information as provided in clause 2.7.4 of this RFP (Instruction to Applicants)
  - (3) The Key Personnel
    - (i) The Key proposed personnel must be permanent full time employees of the firm or hired on contract by the firm
    - (ii) Applicants are required to submit the CV of the Key Personnel as per the requirement laid down in clause 2.5.3 (4). **The Proposals which do not fulfill this condition will not be eligible for further Technical Evaluation and no exemption will be given to any Applicant being essentially required for this assignment.**
    - (iii) 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.
    - (iv) 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.
    - (v) The Key Personnel proposed should possess good working knowledge of English language.
    - (vi) The Experience and Age Limits shall be measured as on Date of issuance of this RFP.



(4) Requirement of Key Personnel:

A team of minimum 2 members as per the following composition

Position	Minimum Qualification	No	Minimum Work Experience	Max. Age Limit
<b>Consultant (Projects)</b>	B.E. + Post Graduate Diploma in Business Management /MBA in any discipline or its equivalent	1	Atleast 15 years of experience in Advisory/ consulting in the sector related to Logistics/ Inland Waterways/ Coastal Shipping/Ports  Prepared atleast 4 feasibility reports/Techno-Economic Feasibility Report/Project Report in the sector related to Inland Waterways/Coastal Shipping/Port and bid out atleast one project successfully to private Developer/Operator in sector related to Inland Waterways/Coastal Shipping/Ports in India	50 years
<b>Consultant (Finance)</b>	B.E. + Post Graduate Diploma in Business Management (Finance)/MBA (Finance)/MFC	1	Atleast 10 years of experience in preparation of financial modelling of large infrastructure project in the sector related to Logistics/Inland Waterway/Coastal Shipping/Ports  Prepared atleast 3 financial model for the project related to Logistics/Inland Waterways/coastal shipping/Ports in India	50 years

2.5.4 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.

2.5.5 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.

2.5.6 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 2.7.4 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.

2.5.7 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.

2.5.8 **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 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, local transportation, laptops, 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 cost of insurance specified in the draft contract, levies 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.



- 2.5.9 The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in the e-tender website <https://sdcl.euniwizarde.com> .
- 2.5.10 Applicants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.5.11 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.

## 2.6 Submission, receipt and opening of Proposals

### 2.6.1 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) Bid Security and Tender Fee:

- (i) Scanned copy of the Bid Securing Declaration as specified in Form 3 G
- (ii) Scanned copy of proof of Tender Fee payment

##### (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 3 B
- (iii) Format of Technical Capacity (Eligible Assignments) duly filled and signed by Authorized Signatory of the Applicants as per Form 3 C provided in Section-3
- (iv) Documentary evidence in support of Eligible Assignments as per Clause 2.7.4 of this ITA

(A) Applicant shall provide Work order or relevant extract of contract (covering but not limited to contract value, duration, execution date etc.)

And

(B) Completion Certificate issued by the Client for the Assignment or payment received till date alongwith Statutory Auditors certificate to substantiate the claim



- (v) Format of Financial Capacity duly filled and signed by Authorized Signatory of the Applicants as per Form 3 E along with the certificate of Statutory Auditors/Chartered Accountant.
- (vi) Format of Power of Attorney for Authorized Signatory duly filled and signed as per Form 3 F.
- (vii) 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.
- (viii) Format of Team Composition and Task Assigned duly signed by the Authorized Signatory of Applicants as per Form 3 H
- (ix) Format of Curriculum Vitae (CV) for the proposed Key Personnel (with one page summary of Experience) as Form 3 I duly signed by the respective Key Personnel and Authorized signatory of the Applicant
- (x) Form 3 L – Statement of Legal Capacity- duly filled, stamped and signed by the Authorized Signatory of the Applicant
- (xi) Form 3 K- Integrity Pact duly filled, stamped and signed by the Authorized Signatory of the Applicant

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

- (i) Deleted
- (ii) 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)
- (iii) Copy of GST Registration (self-certified copy)
- (iv) Copy of PAN card of the Applicant (self-certified copy)
- (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 in excel format in tender website <https://sdcl.euniwizarde.com>



## 2.7 Minimum Eligibility Criteria

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

- (1) Project Management Consultancy / Transaction advisory /Project Management Unit/Providing Specialized Consultants in the sector related to Logistics/Inland waterways/Coastal shipping and Ports.

### 2.7.2 Technical Capacity

- (1) The Applicants should have successfully completed atleast One Eligible Assignment in the previous 7 years prior to Proposal Due Date each with a contract value not less than Rs.56 lacs

or

- (2) Two Eligible Assignments in the previous 7 years prior to Proposal Due Date each with a contract value not less than Rs. 35 Lacs

or

- (3) Three Eligible Assignments in the previous 7 years prior to Proposal Due date each with a contract value not less than Rs. 28 Lacs

### 2.7.3 Financial Capacity:-

The Applicant should have an average annual turnover of Rs. 3 cr in the past three Financial Years.

### 2.7.4 Documentary evidence to substantiate/support Eligible Assignments

- (1) Applicant shall provide Work Order or relevant extract of contract (covering but not limited to contract value, duration, execution date etc.)

And

Completion Certificate issued by the Client for the Assignment or payment received till date alongwith the Statutory Auditor Certificate to substantiate the claim[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 Auditor certificate]

- (2) Applicant is allowed to claim all the incentives/concession as provided in the policy of Startup and MSMEs if applicable in such services. However, the Applicant needs to submit all the documentary evidence as normally required to substantiate the claim.



However, for avoidance of doubt there will not be any relaxation on the qualification and experience of Consultant (Projects) and Consultant (Finance) as provided in Clause 2.5.3 (4).

- (3) Statutory Auditors Certificate/ Chartered Accountant to substantiate the Financial Capacity of the Applicant as per Clause 2.7.3

## 2.8 Proposal Opening and Evaluation Process

### 2.8.1 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 Minimum Eligibility Criteria as stipulated in the 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.

### 2.8.2 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 Bid Securing Declaration as specified in Form 3 G
  - (c) It is accompanied with proof of submission of tender fee
- (2) At the time of Technical Opening, Technical Proposal will be evaluated on the basis of Test of Responsiveness, as per clause 2.8.2 (1).
- (3) Only responsive Proposals shall be further taken up for evaluation.
- (4) Stage-I

The Client shall first evaluate the Technical Proposals on the basis the Minimum Qualification and experience of Key Personnel. In case the Applicant does not meet the qualification and Experience of Key personnel, the Applicant will be disqualified

#### (5) Stage-II

Evaluation of technical proposal with respect to Minimum Eligibility criteria as per clause 2.7 will be carried out only for those Applicants which meets the Minimum Qualification and experience of Key personnel. A Proposal shall be rejected at this stage if it is found deficient or found not meeting the minimum Eligibility Criteria.



- (6) 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.
- (7) Technical Proposals will be evaluated only on pass and fail basis. The Proposals which are meeting the Requirement of Key Personnel and Minimum Eligibility Criteria as mentioned in Clause 2.5.3 (4) and 2.7 respectively will be declared as passed.
- (8) SDCL shall inform the Applicants, whose Technical Proposals fulfil the criteria stipulated in the RFP document, about the opening of the Financial Proposals.
- (9) Financial Proposals will be opened online as per e-tender website <https://sdcl.euniwizarde.com>.

### 2.8.3 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 the 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.

2.8.4 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 Applicant withdraws or fails to comply with the requirements mentioned in this RFP.

## 2.9 Negotiation

2.9.1 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.



## 2.10 Award of contract

- 2.10.1 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, take action as per Bid Securing Declaration of such Applicant on account of failure of the Successful Applicant to acknowledge the LOA, and the next ranked Applicant (L-2) may be considered.
- 2.10.2 **Performance Security:** Performance Security equivalent to 3 (three) percent of the 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 180 (One Hundred Eighty) Days after the completion of the Assignment as per the terms of the Contract.
- 2.10.3 **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 7 (Seven) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.10.4 **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 Securing Declaration / Performance Security, as the case may be, of the Successful Applicant shall be liable to be appropriated by the Client.

## 2.11 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.

## 2.12 Fraud and corrupt practices

- 2.12.1 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.

2.12.2 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.

2.12.3 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.



## 2.13 Miscellaneous

- 2.13.1 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.
- 2.13.2 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.
- 2.13.3 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.
- 2.13.4 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.
- 2.13.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 2.14 Data Sheet

- 2.14.1 The name of Client is: **“Sagarmala Development Company Limited”**
- 2.14.2 The address of the Client is:

**Company Secretary,  
Sagarmala Development Company Limited  
1<sup>st</sup> Floor, Thapar House, Gate No.2  
124, Janpath, New Delhi – 110001  
Email: [cs@sdclindia.com](mailto:cs@sdclindia.com)**



**2.14.3 Objective and description of the assignment:**

The objective of this RFP document is for appointment a Specialized Consultant for Sagarmala Development Company Ltd”

**2.14.4 Tentative schedule for Selection Process is as follows:**

Activity	Timeline
Date of issue of RFP / publishing date (T)	23 <sup>rd</sup> September 2021
<b>Proposal Due Date (P)</b>	<b>13<sup>th</sup> October 2021, 1500 hrs IST</b>
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

2.14.5 The RFP Processing Fee for this RFP is **Rs. 2360/-**, the Bid Security for this RFP is **INR NIL**. The RFP Processing Fee will be paid through NEFT in favour of Sagarmala Development Company Limited, the Bank details of Sagarmala Development Company Limited is provided hereunder:

**Account Name: Sagarmala Development Company Limited**

Bank Name: Punjab National Bank, Sansad Marg, New Delhi-110001

**Account No.: 0153005900000047**

IFSC : PUNB0015300

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

2.14.7 Duration of assignment shall initially be for a period of one year as per the terms of the contract which may be extended upto a maximum period of another one year, at the sole discretion of SDCL, in such case the fee will be increased as per formulation provided in the contract.

2.14.8 The Successful Applicant shall employ a team as given in this RFP document which shall be working for the project.

2.14.9 Deleted

2.14.10 Procedure for submission of the proposals as detailed out in Clause 2.6.1

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

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



2.14.13 Deleted

2.14.14 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>

Note: From the “Home” page access the “Notification” and thereafter scroll down to “Tenders” section to access all the uploaded documents related to this RFP.



## 2.15 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>

### 2.15.1 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](mailto:helpdeskeuniwizarde@gmail.com)**, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228



### 2.15.2 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.

### 2.15.3 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.

### 2.15.4 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.



### 2.15.5 Assistance to Bidders

- (1) For any Query contact to our helpdesk Number 011-49606060, Email [helpdeskeuniwizarde@gmail.com](mailto: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: Deleted
- Form 3E: Format of Financial Capacity
- Form 3F: Format for Power of Attorney for Authorized representative
- Form 3G: Bid Securing Declaration
- Form 3H: Team Composition and task Assignments
- Form 3I: Curriculum Vitae (CV) for proposed Key Personnel (with one page of summary of experience)
- Form 3J: Deleted
- 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 : Request for Proposal (RFP) for appointment of Specialized Consultants for Sagarmala Development Company Ltd**

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 Firm, 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.  
This statement is made for the express purpose of appointment as the Firm for the aforesaid Assignment.
- (2) We shall make available to SDCL/Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- (3) 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.
- (4) We certify that in the last 3 years, we 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.
- (5) 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.
- (6) 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.
- (7) Deleted
- (8) 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.
- (9) 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.
- (10) 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
- (11) 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.
- (12) 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.
- (13) We agree to keep this offer valid for one hundred eighty (180) days from the Proposal Due Date specified in the RFP.
- (14) A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
- (15) The Statement of Legal Capacity as per format provided, duly signed and stamped is enclosed.



- (16) Bid Securing Declaration as per Form 3 G
- (17) 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 Assignment.
- (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 3 B: 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 ten (10) years preceding the Proposal Due Date.
- Assignment without the proof of experience as detailed out in 2.7.4 will not be considered

Assignment Name:	Approx. value of the Contract (in INR in Crore)
Country:	Duration of assignment (months):
Location within country:	
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:



**Request for Proposal (RFP) for appointment of Specialized Consultants for Sagarmala Development Company Ltd**



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 in to 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.



**Form3 D:Deleted**



### FORM 3E: Financial Capacity

- The proposal must accompanied by the Audited Financial Statements/Annual Reports of the Applicant for the past three years preceding the year in which Proposal is made.
- In case the Annual accounts for the latest Financial Year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to the same effect from Authorized Signatory. In such a case, the Applicant shall provide the Audited Annual Report for the three years preceding the year for which the Audited Annual Report is not being provided.
- 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 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. / Ms .....son / 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.
- 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



**Request for Proposal (RFP) for appointment of Specialized Consultants for Sagarmala Development Company Ltd**



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: Bid Securing Declaration**

[Location, Date] To:

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

**Subject : Request for Proposal (RFP) for appointment of Specialized Consultants for Sagarmala Development Company Ltd**

Dear Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Proposal during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Proposal by the purchaser during the period of bid validity
  - (i) fail or reuse to execute the contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal



**FORM 3H: Team Composition and Task Assignments**

<b>Key Personnel</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>



**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
		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>Main project features:[ size in INR , type e.g. integrated township, port, etc., 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 Ltd (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:-
  - (c) 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.
  - (d) 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.
  - (e) 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**

- (4) 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.
- (5) 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 3 L: 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 dated [insert date and month], 2021, for appointment of specialized Consultant for Sagarmala Development Company Ltd**

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**

S.No	Particulars	Cost per Month		Cost per annum	
		Amount in Figure	Amount in Word	Amount in Figure	Amount in Word
(1)	Consultant (Projects)				
(2)	Consultant (Finance)				
(3)	Cost of Financial Proposal [(1) + (2)]				
(4)	GST				
<b>Total Cost of Financial Proposal (Quoted Rate) [(3) +(4)]</b>					



## 5. Terms of Reference (ToR)

5.1 SDCL wishes to engage a firm for providing Specialized Consultants for a period of 1 year which may be extended for a subsequent period of 1 year, on mutual consent, to enable SDCL in discharging its functions.

### 5.2 Scope of work

#### (a) Scope of Work

##### The detailed scope of work of the Consultant

- (i) solicit new projects from proponents and evaluate such new projects for viability and fit with the objectives of Sagarmala Development Company Ltd
- (ii) evaluate preliminary business cases put forth by project proponents outlining the project scope, its rationale and high level cost benefit analysis on the basis of information provided by the project proponents
- (iii) prepare the TOR for appointment of consultants / agencies for preparation of necessary feasibility studies, detailed project reports, EIA, land acquisition proposals and other studies as may be needed
- (iv) prepare the bidding documents (RFQ / RFP / Concession Agreement etc.) based on model documents
- (v) manage the procurement process, for appointment of consultants / agencies for preparation of necessary feasibility studies, detailed project reports, EIA, and other project related studies as may be needed
- (vi) advise on suitably structuring the projects (e.g., PPP structure, contracting strategy, project financing structure, formation of SPVs etc.) based on Sagarmala requirements
- (vii) run the process for selection of contractor, PPP concessionaire etc.
- (viii) take up any other related activity till the project is finally awarded
- (ix) Any other activity as decided by Competent Authority of SDCL

### 5.3 Terms of Engagement

- (1) The contract period will be for one Year, which may be extendable to maximum period of another 1 year on the same terms and conditions at the sole discretion of SDCL
- (2) Consultants are to be deployed at SDCL Corporate office. SDCL does not encourage replacement of the Consultant by the Applicant unless it has been explicitly asked by SDCL.
- (3) If, however, due to some pressing needs, the firm proposes a replacement of Consultant during the course of the assignment, the proposed Consultant shall have similar/ better profile as compared to the Consultant being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
- (4) If a Consultant is being replaced, either by the Firm or on instructions of the SDCL, the replacement of Consultant will have to be onboarded within 30 days



- (5) SDCL reserves the right to interview Consultant proposed by the Firm and assess suitability of the Consultant for the roles mentioned and also ask/enquire about the prior relevant experience.
- (6) All the Consultants deployed will have to carry their own laptops and no desktops/laptops shall be provided by SDCL.
- (7) Consultants proposed for the Assignment need to be dedicated for the SDCL only and shall not be shared with other Projects/Assignments.
- (8) Consultants to be stationed at SDCL office and work as per the Working Hours of the company.
- (9) All deployed Consultant will be required to log an attendance on a daily basis. The attendance details will have to be shared with client on monthly basis and will form a basis of payment.
- (10) Consultants deployed with SDCL will follow the Government of India published list of holidays for working days. All the Consultant will be entitled to casual leaves over the Assignment duration prorated at 3 leaves per Quarter, any leaves beyond this will lead to proportionate reduction on the payment for the concerned Key Personnel.
- (11) All final deliverables will be the property of SDCL.
- (12) Consultant shall maintain strict confidentiality of the documents handled by them during the assignment
- (13) Composition of Consultant team has been provided. The Consultant can choose to enhance resources in their proposal as deemed fit.
- (14) Non-performing team members shall be replaced within 30 days of receiving notice from SDCL. The CV of substitute personnel should be submitted within 7 days' time failing which the LD will imposed as the terms of the contract.
- (15) All the Key Personnel shall be formally dressed up as per the Industry standard
- (16) Consultants to submit the quarterly progress report in the first week of next Quarter to SDCL about the work undertaken during the past three months.
- (17) In case of the outstation travel, the consultant shall be reimbursed on actual or limits as specified below, whichever is lower.
  - (a) Accommodation : Rs. 7000/- (Group A cities)  
: Rs. 6000/- (B- Cities)  
: Rs. 5000/- (C-Cities)
  - (b) Economy Class Air Fare
  - (c) Daily Food Bills : Rs. 1500 per day
  - (d) Conveyance : on actuals on the production of bills



(18) Within Delhi and NCR, the consultant may use official vehicle subject to its availability.

#### 5.4 Payment Terms

Milestone	Fee Payment
Monthly Payment	As quoted in the Financial Proposal



**(6) Standard Forms of Contract**

**CONTRACT FOR CONSULTANCY SERVICES**

between

[Name of Client]

and

[Name of Consultants]/Lead Member

Dated:



## I. Form of Contract

### Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of \*month+ \*year in “yyyy” format, by and between

Sagarmala Development Company Limited, having its Registered Office at 1<sup>st</sup> Floor, Thapar House, Gate no. 2, 124, Janpath, New Delhi – 110001, India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

\*Name of Firm and registered address (hereinafter called the “Firm”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the Second Part.

### WHEREAS

- (a) The Client vide Request of Proposal for the “**Appointment of Specialized Consultants for Sagarmala Development Company Ltd**” has requested the Firm to provide Specialized Consultants for providing services as mentioned in ToR attached to this Contract (hereinafter called the “Services”);
- (b) The Firm submitted its proposal for the aforesaid work, whereby the Firm represented to the Client that it had the required professional skill, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.’
- (c) The Client, 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) The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The following Appendices:
    - (i) Appendix A : Terms of reference containing, inter-alia, the Description of the Services and reporting requirements, (**reproduce section-5 (ToR)**)
    - (ii) Appendix B : Key Personnel, Task assignment, qualification requirements of key Personnel (**reproduce as per Form 3H submitted by the Applicant**)



- (iii) Appendix C : Cost Estimate (**reproduce Form 4B submitted by Applicant**)
  - (iv) Appendix D : “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion, if required
  - (v) Appendix E : Copy of Letter of Award (**attached signed copy of Letter issued by Client**)
  - (vi) Appendix F : Copy of letter of Award/ acceptance by Consultant (**Attached signed and accepted copy of Letter of Award by Consultant**)
  - (vii) Appendix G : Copy of Bank Guarantee for Performance Security
  - (viii) Appendix H : Clarifications, if any
  - (ix) Appendix I : Hours of work for Consultant’s Personnel, if required
  - (x) Appendix J : Correspondence, if any undertaken
  - (xi) Appendix K : Signed and stamped copy of RFP and all corrigendum issued
- (2) The mutual rights and obligations of the Client and the Firm shall be as set forth in the Contract; in particular:
- (a) The Firm shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) Client will make payments to the Firm in accordance with the provisions of the Contract.
- (3) Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
- (a) The provisions of this Contract shall override all provisions of other documents of the Contract.
  - (b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
  - (c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
  - (d) the Appendices shall subject to each of the Contract, SC and the GC
  - (e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Client

[Signature] [Name] [Designation]

FOR AND ON BEHALF OF Firm

[Signature] [Name] [Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]



## II. General Conditions of Contract

### 6.1 General provisions

#### 6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) **“Affiliate”** means, with respect to any Party, any other entity that, directly or indirectly:
  - (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and **“Control”** with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms **“Controlling”** and **“Controlled by”** shall be construed accordingly;
- (c) **“Client”** means the Party named in the Contract, who employs the Firm;
- (d) **“Firm”** means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- (e) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- (f) **“Contract Price”** means the price to be paid for the performance of the Services;
- (g) **“GC”** means the General Conditions of Contract;
- (h) **“Government”** means the Government of Client’s country;
- (i) **“Local Currency”** means the currency of the Government;
- (j) **“Material Adverse Effect”** means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- (k) **“Master Services Agreement (MSA)”** shall mean the same as **“contract”**;
- (l) **“Party”** means the Client or the Firm, as the case may be, and Parties means both of them;



- (m) **“Performance Security”** shall mean the irrevocable and unconditional bank guarantee provided by the Firm from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- (n) **“Personnel”** means persons hired by the Firm as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Project”** means “name of assignment”;
- (p) **“SC”** means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- (q) **“Services”** means the work to be performed by the Firm pursuant to this Contract as described in TOR;
- (r) **“Sub Consultant”** means any employees appointed by the Firm as an Expert, if any required in accordance with the provision of this Contract.
- (s) **“Work Order”** means a specific directive or order to perform a defined scope for a defined duration and fee
- (t) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- (u) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Firms (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.
- 6.1.2 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.
- 6.1.3 **Language:** This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 6.1.4 **Notices:** Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, email, telegram or facsimile to such Party at the address specified in the SC.
- 6.1.5 **Location:** The Services shall be performed at such locations, whether in Country or elsewhere, as the Client may approve.



6.1.6 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Firm may be taken or executed by the officials in the SC.

6.1.7 **Taxes and Duties:** Unless otherwise specified in the SC, the Firm and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

6.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Firm.

Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Firm or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Firm's obligations under this Contract which remain outstanding, the Client shall notify the Firm of the same and the Firm shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Firm shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

6.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Firm is liable to bear hereunder; or

6.1.7.1.2 any cost actually sustained by the Client for failure by the Firm to pay any Taxes for which it is responsible under this Contract

6.1.8 **Interpretation:** In the Contract, unless the context otherwise requires:

6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated or replaced, from time to time.

6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relating thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.



- 6.1.8.6 The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality); b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.
- 6.2 **Deleted**
- 6.3 **Commencement, completion, modification and termination of contract**
- 6.3.1 **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both Parties or such other date as may be stated in the SC.
- 6.3.2 **Commencement of Services:** The Firm shall commence the Services from 7<sup>th</sup> (Seventh) day of effectiveness of the Contract or any date prior to that, notified by the Client.
- 6.3.3 **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- 6.3.4 **Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 6.3.5 **Force Majeure**
- 6.3.5.1 **Definition:** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

**6.3.5.2. No Breach of Contract:** The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other party as soon as possible about the occurrence of such an event.
- (c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- (d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

**6.3.5.3.** The Parties agree that neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

**6.3.5.4. Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **6.4 Termination of Contract**

**6.4.1 By the client:** The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Firm, to be given after the occurrence of any of the events specified in this clause:

- (a) if the Firm do not remedy a failure in the performance of their obligations under the Contract, within a period of fifteen (15) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) within thirty (30) days, if the Firm become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Firm are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- (d) within thirty (30) days, if the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- (e) within thirty (30) days, if the Firm submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- (f) within thirty (30) days, if the Firm, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- (g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.

**6.4.2 By the Firm :** The Firm may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:



- (a) if the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within thirty (30) days after receiving written notice from the Firm that such payment is overdue ; or
- (b) if, as the result of Force Majeure, the Firm are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

6.4.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Firm's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 6.13.2 and (v) any right which a Party may have under the Applicable Law.

6.4.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Client, the Consultant/Firm shall handover all project documents under procedure described in this contract.

6.4.5 **Payment upon termination:** Upon termination of this Contract, the Client will make the following payments to the Firm:

- (a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- (b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Firm shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may forfeit the performance security provided by the Firm and also impose liquidated damages as per the provisions of relevant clauses of this Contract. The Firm will be required to pay any such liquidated damages to Client within 30 days of termination date.
- (c) If the contract is terminated pursuant to Clause 6.4.2 (a), the Client will release the performance security after deducting any amount due to SDCL.

6.4.6 **Disputes about Events of Termination:** If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



## 6.5 Obligations of the Firm

6.5.1 General: The Firm/Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Firm/Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with or third parties.

### 6.5.2 Conflict of interest

6.5.2.1 Any breach of an obligation under Clause 6.5.1 shall constitute a conflict of interest ("Conflict of Interest"). The Firm shall comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Firm for the purposes of this Contract. The Firm shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Firm agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

6.5.2.2 **Firm Not to Benefit from Commissions, Discounts, etc.:** The remuneration of the Firm/Consultants pursuant to relevant clauses hereof shall constitute the Firm/Consultant's sole remuneration in connection with this Contract or the Services, and the Firm/Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Key Personnel similarly shall not receive any such additional remuneration.

6.5.2.3 **Prohibition of Conflicting Activities:** Neither the Firm nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

6.5.3 **Confidentiality:** The Firm, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

6.5.4 **Firm's Actions Requiring Client's Prior Approval:** The Firm shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Subcontracting is not allowed in this Assignment, thus no approval request of Subcontracting will be entertained by the Client.
- (b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- (c) any other action that may be specified in the SC.

6.5.5 **Reporting Obligations:** The Firm shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.



6.5.6 **Documents Prepared by the Firm to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Firm/Consultants pursuant to this contract shall become and remain the property of the Client, and the Firm/ Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Firm/Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

6.5.7 **Liability of the Firm:** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

## 6.5.8 Deleted

## 6.6 Description of Personnel

### 6.6.1 Description of Personnel

6.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and / or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.

6.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Firm/Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

### 6.6.2 Removal and / or Replacement of Personnel

- (a) 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. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of the contract alongwith other terms and conditions will remain the same.



## 6.7 Obligations of the client

- 6.7.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:
- (a) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
  - (b) facilitate prompt clearance through customs of any property required for the Services;
  - (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## 6.8 Payments to the Firm

- 6.8.1 The authorized representative will have to self-certify the invoice. In case any wrong representation of facts being found in the later stage then the appropriate penalty will be imposed on the Firm.
- 6.8.2 The Client shall cause the payment of the Firm i.e. within fifteen (15) working days after the receipt by the Client of bills with supporting documents, if any
- 6.8.3 Price Revision

In order to adjust the remuneration and reimbursable expenses for local inflation, the consultant will be entitled to a price revision from the second year as per the price adjustment formula given below. The adjustment will be made from 1<sup>st</sup> month of each subsequent year from the date of the Contract.

Quoted Rate = Monthly Fee Rate given in the Firm's Financial Proposal, which will be applicable for the first 12 months of the contract. For subsequent years, Quoted Rate will be indexed to India's Wholesale Price Index (WPI) and such increased rate shall be deemed to be the Base Rate for subsequent years, as under.

Formula for calculation of Rates for subsequent years:

Applicable rate for Year n = Base Rate(n-1) x (WPI(n)/WPI(n-1) )

WPI of the week ending on or subsequent to 1st April of the subsequent year will be considered.

WPI n is Wholesale Price Index for accounting year n

WPI n-1 is Wholesale Price Index for previous accounting year



## 6.9 Settlement of disputes

6.9.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.9.2 **Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

## 6.10 Responsibility for accuracy of project documents

### 6.10.1 General, to the extent applicable to the Assignment

- (a) The Firm shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The Firm shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Firm will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.
- (b) The Firm shall be fully responsible for the accuracy of reports, plans and drawings. The Firm shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Firm

## 6.11 Liquidated damages

If the Firm fails to provide a replacement of the Key Personnel within 30 days or fails to provide CV of the substitute within 7 days then an amount equal to 1.5 times of the monthly remuneration of the non-available Key personnel will be deducted from the monthly payment of the Firm and no remuneration of the Key personnel for that period will be paid.

## 6.12 Representation, warranties and disclaimer

6.12.1 The Firm represents and warrants to the Client that:

- (a) it is duly organized, validly existing and in good standing under the applicable laws of its Country;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;



- (f) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (g) there are no actions, suits, proceedings, or investigations pending or, to the Firm's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Firm under this Contract or materially affect the discharge by the Firm of its obligations under the Contract.
- (h) no representation or warranty by the Firm contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (i) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Firm, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

### 6.13 Miscellaneous

#### 6.13.1 Assignment and Charges

- (a) The Contract shall not be assigned by the Firm save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- (b) The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.13.2 **Indemnity:** The Firm agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Firm of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Firm/Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Firm of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Firm from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

6.13.3 **Governing Law and Jurisdiction:** The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the



SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

#### 6.13.4 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- (i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
  - (ii) Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
  - (iii) Shall not affect the validity or enforceability of the Contract in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

6.13.5 **Survival:** Termination of the Contract (a) shall not relieve the Firm or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

6.13.6 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made through email, telex or facsimile, when transmitted properly addressed to such email, telex number or facsimile number.

6.13.7 **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

6.13.8 **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.



**6.13.9 Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.

**6.13.10 Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

**6.13.11 Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

**6.13.12 Counterparts:** The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract



### III. Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1(f) The contract price payable in Indian Rupees is (inclusive of GST)

6.1.1 (o) Performance Security.

The Firm shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Firm of its obligations under this Contract, in the form set out in this contract, in an amount equal 3 (Three) percent of the Cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Firm shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 3 (three) percent of the Cost of Financial Proposal under this Assignment.

The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Firm is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Firm is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members }

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (One Hundred Eighty) Days from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended / replacement Performance Security in accordance with this clause at least thirty(30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Firm of its obligations under this Contract until such time as the Client shall receive such an extended / replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Firm the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining will be returned to the Firm; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (One Hundred Eighty) Days after the completion of all the Services and all payments been made at the end by the client as per Clause 6.3.3.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

a) the Firm becomes liable to pay liquidated damages;



- b) occurrence of any of the events listed in sub-clauses (a), (b), (d), (e) and (f) of Clause 6.4.1 of the GCC;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.1.3 The language is English.

6.1.4 The client address is [name, designation, telephone, email, facsimile, address].

6.1.4 The consultant address is [name, designation, telephone, email, facsimile, address].

6.1.6 The Authorized Representative for the client is [name, designation].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.3.1 The date on which this Contract will come into effect is [date].

**6.9 Dispute settlement:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above- mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 and subsequent Amendment, if any shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.



## 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 Firm, resulting in a Contract valued at INR [amount in figures and words] for (Scope of Work) (hereinafter called the “Contract”) and the Firm 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 Firm 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 Firm. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Firm 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 Firm 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 Firm 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 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 Firm and notwithstanding any security or other guarantee that the client may have in relation to the Firm'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 Firm / 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.