



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



Sagarmala Development Company Limited

**Request for Proposal (RFP) for Selection of Consultant for
Detailed Study and Execution of Pilot Movements through
Coastal Shipping on the West Coast of India**

Ref. No.: SDCL/NIT /20-21 / 2

July 2020

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



Disclaimer

1. This RFP document is neither an agreement nor an offer by the Sagarmala Development Company Limited (SDCL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. SDCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for SDCL to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by SDCL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. SDCL will not have any liability to any prospective Applicant/Consultancy Company/ Firm/Consortium 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.



Table of Contents

1.	Letter of Invitation	5
1.1	Introduction.....	5
1.2	Objective	6
1.3	Submission.....	6
1.4	Selection Process	6
1.5	Contents of this RFP	6
1.6	Clarifications.....	6
2.	Instructions to Applicants (ITA)	9
2.1	Introduction.....	9
2.2	Clarification and amendment of RFP documents	14
2.3	Clarification and/ or interpretation of reports	14
2.4	Ownership of document and copyright	14
2.5	Bid Security	14
2.6	Applicants	15
2.7	Preparation of Proposal.....	17
2.8	Submission, receipt and opening of Proposals.....	21
2.9	Minimum Eligibility Criteria	22
2.10	Proposal Opening and Evaluation Process.....	23
2.11	Negotiation.....	25
2.12	Award of contract	25
2.13	Confidentiality	26
2.14	Fraud and corrupt practices.....	26
2.15	Miscellaneous	28
2.16	Data Sheet	29
2.17	Instructions for Online Bid/Proposal Submission through Tender site https://sdcl.euniwizarde.com :	30
3.	Technical Proposal and Standard Forms.....	34
	FORM 3A: Technical Proposal Submission Form/ Declaration.....	35
	Form 3 B: General Information of Applicant	38
	FORM 3C: Format for Technical Capacity - (Eligible Assignments)	39
	Form3 D:Format for Technical Capacity (For Undertaking the Movements/Pilot Movements	41



FORM 3E: Financial Capacity.....	42
FORM 3F: Format of Power of Attorney for Authorised Representative	43
FORM 3G: Format of Power of Attorney for Lead Member of Consortium Member	45
FORM 3H: Team Composition and Task Assignments	47
FORM 3I: Curriculum Vitae (CV) for Proposed Staff (with one page of summary of experience).....	48
Form 3J : Format for Pre-Proposal Queries	50
FORM 3K: Joint Bidding Agreement (in case of JV/Consortium).....	51
FORM 3L: Statement of Legal Capacity	56
4. Financial Proposal - Standard Forms	57
FORM 4A: Financial Proposal Submission Form	58
FORM 4B: Summary of Costs.....	59
5. Standard Forms of Contract	65
I. Form of Contract.....	66
II. General Conditions of Contract	69
III. Special Conditions of Contract	83
Appendix I: Format of Bank Guarantee for Performance Security	86



1. Letter of Invitation

1.1 Introduction

- (1) Sagarmala Development Company Limited (SDCL) is a Schedule-B CPSE under the Ministry of Shipping (MoS), 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 is exploring the use of barges on the coastal side for the promotion of coastal shipping. The idea is to either use the existing jetties or create new jetties (hence forth referred as Coastal Cargo Ports, CCPs) across the coastline. These Coastal Cargo Ports are proposed to be located at the outskirts of the major cities/town and near to major existing National/State Highway. These CCPs will be served as a dedicated place for handling of barges with low draft of around 4-5 m with much smaller parcel size with minimal investment and minimal documentation.
- (3) These identified/to be developed Coastal Cargo Port shall have a draft between 4-5 m and capable to handle vessel size of upto 6000 MT. The entire purpose of this initiative is to increase the distribution base with cost efficiency offered by the coastal shipping and to address the existing issues with respect to coastal shipping such as (i) priority berthing, (ii) aggregation of adequate volumes of cargo for coastal vessel, (iii) long waiting periods for smaller vessels/ barges for berthing at the Major Ports, (iv) hurdles being faced by the small traders with regard to change/procedures at major ports, (v) requirement of custom clearance for coastal cargo as it is currently being handled in custom bonded area alongwith EXIM cargo.
- (4) To achieve this aim, SDCL plans to conduct a detailed study for the potential cargo with O-D pairs and execution of the pilot movement on the select O-D pairs to assess the actual benefit offered by the deployment of these small barges vis-à-vis the intended benefit with respect to the existing issues. Further, to evaluate competitiveness of this mode with other modes of transportation, the aim is to reduce the overall logistic cost of the shippers thereby increase the affordability of the goods in both domestic and international market.
- (5) In addition to above, SDCL intends to operationalize the above coastal movement on App based platform on door to door connectivity basis that includes both first/last mile connectivity either by road/rail, handling at CCPs and coastal movement of cargo through barges. The purpose is to provide the complete transparency in the system along-with enabled security features as per the requirement of the logistic sector in the country. The above platform is proposed to offer dynamic pricing with a cap on upper limit of freight and ratings of services providers (barge operators) to shippers. The shippers may choose the barge operator based on the freight and rating of the service providers.
- (6) Sagarmala Development Company Limited (hereinafter referred to as “SDCL” or “Client”) invites online proposals to undertake this Assignment: **“Detailed Study and execution of Pilot**



Movements through coastal shipping on the West Coast of India” as per the terms and conditions stipulated in this RFP.

- (7) The Consultant shall prepare the Detailed Report and Execute the pilot movements through Coastal shipping on the West Coast of India in accordance with the Terms of Reference specified at Section 5 (Terms of Reference (TOR)).

1.2 Objective

The main objective of this RFP is to conduct **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India.**

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 Consultant 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 Clarifications

- (1) All clarifications/ corrigenda will only be published on the e-tender website <https://sdcl.euniwizarde.com> and website of SDCL (www.sdclindia.com).
- (2) Applicant can access these clarifications/corrigenda as per routing mentioned below:-
- (a) E-tender - <https://sdcl.euniwizarde.com> on the Home page of SDCL



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



- (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

Managing Director

Sagarmala Development Company Limited

Critical Data Sheet

The Applicant shall ensure following while submitting their proposal

- (1) The consultant will be selected on the Price based system (Least Cost selection).
- (2) The Proposal shall be accompanied with RFP processing Fee and Bid Security as per clause 2.16.5 of the Data Sheet. The RFP processing Fee and Bid Security will be paid through NEFT as detailed in clause 2.1.19 and 2.5 respectively. Proposal unaccompanied with the aforesaid RFP Processing fee and Bid Security shall be summarily rejected
- (3) Technical Proposal
 - (a) Technical proposal Form/Declaration (Form 3A) on the Applicant /Lead Member Letter head duly filled, signed and stamped
 - (b) General Information of Applicant/each member of consortium including the Lead Member 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 2.9.5
 - (ii) Technical Capacity- Details of movements/Pilot movement of cargo through coastal shipping to be provided on the Applicant/Lead Member/ Member of Consortium Letter head or statutory auditor certificate as per Form 3 D
 - (iii) Financial Capacity- Form 3 E duly filled, signed and stamped along with statutory auditors certificated to substantiate the claim for average Annual Turnover
 - (d) Power of Attorney in case of Applicant – Form 3 F and in case of Consortium - Form 3 G. 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/Lead Member.
 - (e) All the other documents as mentioned in Clause 2.8.1 (1)
- (4) Financial Proposal shall be submitted in format 4 A and B duly filled, signed and stamped
- (5) Important Dates

Activity	Timeline
Date of issue of RFP / publishing date (T)	30 th July 2020
Last date for receiving queries/requests for clarifications	12 th August 2020
Pre-Proposal Meeting	17 th August 2020
Clients response to queries/requests for clarifications	20 th August 2020
Proposal Due Date (P)	2nd September 2020, 1500 hrs IST
Date of opening of the Technical Proposal	1530 hrs IST on the Proposal Due Date
Date of opening of the Financial Proposal	To be intimated to Technically Qualified Applicants



2. Instructions to Applicants (ITA)

2.1 Introduction

- 2.1.1 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Technical and Financial Proposals (collectively called as “the Proposal”), as specified in this RFP / Data Sheet, for the services required for the consultancy services for “Detailed Study and execution of the Pilot Movement through Coastal Shipping on West Coast of India”, hereinafter referred to as the Assignment. The Proposal will form the basis for contract signing with the Consultant. The Consultant shall submit the Deliverables in accordance with the Terms of Reference of this RFP (the “TOR”).
- 2.1.3 The Applicants shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Consultant shall be required to enter into a contract with the Client in the form specified in this RFP (the “Contract”).
- 2.1.4 Applicants should familiarize themselves with local conditions and take them into consideration in preparing their Proposals.
- 2.1.5 The Client will provide, at no cost to the Consultant, available inputs (if any) required to carry out the services, and provide relevant project data and reports related to the Assignment. However, for avoidance of doubt, it is hereby clarified that the aforesaid data / information provided under the RFP or to be provided later, is only indicative. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, including but not limited to postage, delivery charges, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the Selection Process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.7 Client requires that the Consultant provide professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or



engage in any assignment that may place it in a position of not being able to carry out the Assignment in the best interests of Client.

2.1.8 It is the Client's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

(1) defines, for the purposes of this provision, the terms set forth below :

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

2.1.9 All members of the Consortium are required to follow the highest level of work ethics, if any member of the Consortium has a Conflict of Interest or indulges in "Prohibited Practices"; the Consortium is liable to be disqualified. Further, 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 either by itself or as part of a Consortium.

2.1.10 Deleted

2.1.11 Deleted

2.1.12 Details related to timelines and submission of deliverables at each stage is given in the TOR.

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

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



1- the "Successful Applicant") shall be invited for negotiations, if required while the Applicant quoting the second lowest will be kept in reserve.

2.1.15 Number of Proposals:

- (1) Applicant(s) may submit proposal as sole Applicant or form a JV/Consortium for submitting the proposal. However, no Applicant can submit more than one Proposal for the Consultancy. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Proposal either individually or as a member of any other Consortium, as the case may be. The term "Applicant" used in this RFP would apply to both a sole Applicant and a Consortium
- (2) An Applicant may be a natural person, private entity, government-owned entity or can form a JV/Consortium. Such JV/Consortium can be formed with company who has operating experience in movement of cargo through Coastal Shipping as mentioned in clause 2.9.2 (2) and 2.9.4. A JV/consortium shall be eligible for consideration subject to the conditions set out in clause 2.1.16 below.

2.1.16 Proposal by Joint Venture/Consortium

- (1) In case the Applicants is a forming a JV/Consortium then it shall comply with the following additional requirements
 - (a) Number of the member in a consortium should be limited to 2 (two)
 - (b) The proposal should contain the information required for each member of the consortium
 - (c) Member of the consortium shall nominate one member as the Lead Member/Member in Charge ("the Lead Member") as per the terms stipulated in this RFP. The nomination(s) shall be supported by a Power of Attorney, as per the format provided at FORM 3 G , signed by all the other members of the JV/consortium
 - (d) An individual Applicant cannot at the same time be member of Consortium applying for this RFP Proposal. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this proposal;
 - (e) Members of the JV/consortium need to execute the Joint Bidding Agreement and submit the Agreement as a part of their Technical Proposal. The format of Joint Bidding Agreement is provided as FORM 3K. The Joint Bidding Agreement to be submitted along with the proposal shall inter alia include:-
 - (i) Include a statement to the effect that all members of JV/consortium shall be liable jointly and severally for all obligations under the assignment.
 - (ii) Clearly outline the roles and responsibility of the individual members, particularly with reference to financial, technical and O&M (execution of pilot movement) obligations.



- (f) Lead Member shall be authorized to incur liabilities and to receive instructions for and on behalf of the Members of the Joint Venture, whether jointly or severally and entire execution of the contract (including payment) shall be carried out exclusively through the “Lead Member/Member in charge”. A Copy of the said authorization shall be furnished in this Proposal.
- (g) Lead member should have to meet all the Qualification (both Technical and Financial capacity) as stipulated in this RFP. However, the JV/Consortium members together shall meet the qualification criteria with regard to execution of movements/Pilot Movements through coastal shipping as stipulated in Clause 2.9.2 of ITA
- (h) In event of default by any member in the execution of his part of the contract, the Lead Member has an option to appoint an equally competent party after obtaining a written confirmation of the Client, to ensure the execution of that part of contract, however in the event of Lead Member being defaulter then Client may terminate the contract as per terms of the contract.
- (i) In case of award of work to JV/Consortium, contract will be signed by the Lead Member/Member in Charge of the Consortium

2.1.17 Right to reject any or all Proposals:

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

2.1.18 Acknowledgement by Applicant

- (1) It shall be deemed that by submitting the Proposal, the Applicant has:
 - (a) made a complete and careful examination of the RFP;

- (b) received all relevant information requested from the Client;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in term hereof.

- (2) The Client and / or its advisors / consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

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

2.1.20 Pre Proposal Meeting

- (1) A pre Proposal meeting shall be held as per date and time mentioned in the Data Sheet. A virtual pre-proposal meeting URL link will be intimated through website of SDCL www.sdclindia.com and e-tender website <https://sdcl.euniwizarde.com> in due course of time.
- (2) Applicant willing to attend the pre-proposal meeting should inform to client beforehand through email provided in clause 2.2.1.
- (3) During the course of pre-proposal meeting, the Applicant will be free to seek clarifications and make suggestions for consideration by the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.
- (4) The Applicants may put forth their pre-Proposal queries in the format prescribed in FORM 3 J in section-3.



2.2 Clarification and amendment of RFP documents

- 2.2.1 Applicants may seek clarification on this RFP document, within the time mentioned in the Data Sheet. Any request for clarification must be submitted by email **(in standard MS Word format)** to:

Company Secretary
Sagarmala Development Company Limited
Email: cs@sdclindia.com

The Client will endeavor to respond to the queries as per the Data Sheet. The Client will post the reply to all such queries on its official website mentioned in the Data Sheet. Should the Client deem it necessary to amend the RFP document as a result of clarification, it shall do so following the procedure mentioned hereunder.

- 2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the Applicant, modify the RFP document by issuing an amendment. All amendment / corrigenda will be posted on the website mentioned in the Data Sheet. In order to afford the Applicants a reasonable time for taking amendment(s) into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

- 2.2.3 Deleted

2.3 Clarification and/ or interpretation of reports

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

2.4 Ownership of document and copyright

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

2.5 Bid Security

- 2.5.1 A bid security to be paid through NEFT from a scheduled Bank in favor of 'Sagarmala Development Company Limited', for the sum as specified in the Data Sheet shall be required to be submitted by each Applicant ("Bid Security"). Proposal received without the specified Bid Security will be summarily rejected.
- 2.5.2 Client will not be liable to pay any interest on Bid Security. Bid Security of unsuccessful Applicants shall be returned, without any interest, within one month after signing of the contract



with the Successful Applicant or when the Selection Process is cancelled by Client. The Successful Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the Contract and furnishing the Performance Security in accordance with provision of the RFP and Contract.

2.5.3 Client will be entitled to appropriate/forfeit the Bid Security as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:

- (1) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
- (2) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP or if the Bid Validity Period is extended by the Applicant,
- (3) In the case of the Successful Applicant, if the Successful Applicant fails to sign the Contract or provide the Performance Security within the specified time limit, or
- (4) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

2.5.4 **Performance Security**

- (1) Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the Contract in form of a Bank Guarantee in the form specified in the RFP/ Contract.
- (2) For the Consultant, the Performance Security shall be retained by Client until the completion of the Assignment and will be released 180 (one hundred and eighty) days after the completion of the Assignment.

2.6 **Applicants**

2.6.1 Applicant(s) may be a sole Applicant(s) or form a JV/Consortium for submitting the proposal. . However, no Applicant can submit more than one Proposal for the Consultancy. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Proposal either individually or as a member of any other Consortium, as the case may be. The term "Applicant" used in this RFP would apply to both a sole Applicant and a Consortium

2.6.2 An Applicant may be a Natural person, private entity, government-owned entity or or can form a JV/Consortium. Such Applicant can have an association with such company who has operating experience in movement of cargo through Coastal Shipping as mentioned in clause 2.9.2 (2) and 2.9.4. A JV/consortium shall be eligible for consideration subject to the conditions set out in clause 2.1.16.

2.6.3 **Conflict of Interest**

- (1) Client requires that successful Applicant (Consultant) provides professional, objective and impartial advice and at all times holds Client's interest paramount, strictly avoids conflicts



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

- (2) Without limitation on the generality of the foregoing, Applicants and their affiliates shall be considered to have a conflict of interest, unless stated otherwise and shall not be recruited, under any of the circumstances set forth below:-

(a) **Conflicting activities:-** A firm that has been engaged by the client to provide Goods, Works or Non-Consulting services for a project or any of its affiliates shall be disqualified from providing Consulting service resulting directly related to Goods, Works or Non-consulting services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a Project, or any of its affiliates shall be disqualified from subsequently providing Goods, or Works or Non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. For the purpose of this paragraph, assignment/job other than consulting assignment such as Movement/Pilot Movement through Coastal Shipping will not fall under the conflicting activities as stated above.

(b) **Conflicting Assignment/Job:** A consultant (including its Personnel and Sub-Consultant(s) or any of its affiliates shall not be hired for any assignment/job that by its nature may be conflict with another assignment/Job of the Consultant to be executed for the same or another Client, for example a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting a Client in the privatization of public assets shall not purchase nor advise purchasers of such assets

(c) **Conflicting Relationship:** A Consultant (including its Personnel and Sub-Consultant) that has a business or family relationship with a member of the Client's Staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.

- (3) Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of Technical provided herewith. If the consultant fails to disclose said situations and if Client comes to know about such situation at any time, it may lead to the disqualification of the consultant during the proposal evaluation process or termination of its contract during the execution of assignment.



2.6.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal. or through its Associate.

2.6.5 An Applicant or its Associate/Consortium Member 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/Consortium Member.

2.6.6 Deleted

2.7 Preparation of Proposal

2.7.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects. All the documentary evidence and other submissions should only be in English Language.

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

2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (1) Minimum Eligibility Criteria with regard to Technical and Financial Capacity of the Applicant- Clause 2.9.2 and 2.9.3
- (2) Additional requirement and other information, in case the Applicant is a consortium as provided in Clause 2.1.16 and Clause 2.9.4
- (3) Documentary evidence and other information as provided in clause 2.9.5 of this RFP (Instruction to Applicants)
- (4) The Key Personnel
 - (i) The Key proposed personnel must be permanent full time employees of the firm. However, Sub-consultant may be employed as an Expert, if required by the Applicant.
 - (ii) Consultant is to ensure that the time allocated for the proposed Key Personnel for this Assignment does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.
 - (iii) The composition of the proposed Team and Task Assignment to Key Personnel shall be clearly stated.

- (iv) No Key Personnel shall be proposed for any position if the CV of the Key Personnel does not meet the requirements of the TOR.
- (v) The Key Personnel shall remain available for the period as indicated in the RFP.
- (vi) No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (vii) 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.
- (viii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement of the RFP document.
- (ix) The Key Personnel proposed should possess good working knowledge of English language.

(5) Requirement of Key Personnel:

Position	Educational Qualification	Minimum years of professional experience	Specific Experience on Eligible Assignments
Team Leader	Master's degree in Management, or equivalent	15	Should have led teams in the field relevant to the Eligible Assignments. Should have appropriate experience in market research and business development for coastal transport projects. Should have good relationships with barge operator & jetty operator of the West Coast of India.
Logistic Expert-cum-Market Economist	MBA or Master's Degree in Economics, Master Mariner or equivalent	10	Should have appropriate experience in devising logistic solution, undertaking cost benefit analysis through various mode of transportation for projects covered in Eligible Assignments. Should have good relationships with barge operator & jetty operator of the West Coast of India.
Financial Analyst	Chartered Accountant / MBA (Finance) / CFA	5	Should have experience in project structuring, financial and economic analysis of projects in sectors covered in Eligible Assignments.



- 2.7.4 Client will be entitled to reject the proposal in case the proposal fails to comply with the requirements as spelt out above
- 2.7.5 Cover page of the Proposal shall be signed by the Authorized Representative of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the “Authorized Representative”) as detailed below:
- (1) by the proprietor in case of a proprietary firm;
 - (2) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (3) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (4) Power of Attorney, for the Authorized Representative, to be executed as per Applicable Laws and as per format provided in the RFP.
- 2.7.6 Applicants should note the Proposal Due Date, as specified in **Data Sheet**, for submission of Proposals. No supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.7.7 Deleted
- 2.7.8 Deleted.
- 2.7.9 Deleted.
- 2.7.10 The Technical Proposal should provide the information as per various Standard Forms provided in Section-3 of this ITA. The standard forms shall be duly filled, stamped and signed by the Authorized Signatory of the Applicant with all the supporting documents as mentioned therein in various Standard Technical Forms and provided in the this ITA.
- (1) For Eligible Assignments, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm’s involvement along-with documentary evidence as detailed out in clause 2.9.5 of this RFP.
 - (2) The comments and suggestions provided by the Applicant on the RFP/Contract/ TOR as per the Format of Pre-Proposal Meeting are not binding and shall not affect the Financial Proposal.
 - (3) Each page of the CV must be signed in original by the Authorized Representative together with original or electronic signature of the Key Personnel. However, at the time of contract signing, original signatures of both Authorized Representative and Key Personnel shall be required.



- 2.7.11 Entire RFP documents along with any Addendum, Corrigendum issued shall be stamped and signed by the Authorized signatory of the Applicant and submitted the same in the Technical Proposal.
- 2.7.12 **Financial Proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum proposal inclusive of all costs including but not limited to all applicable taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (1) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all Key Personnel, accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, coordination and tie up with the stakeholders 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.
- 2.7.13 The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 2.7.14 The Financial Proposal shall be in lumpsum which is payable as per deliverables prescribed in this RFP. Applicants shall provide the price of their services in Indian Rupees.
- 2.7.15 Applicants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.7.16 The Proposals must remain valid for a period of 180 days from the Proposal Due Date as specified in the Data Sheet. During this period, the Consultant is expected to keep available the Key Personnel proposed for the Assignment. The Client will make its best effort to complete Contract signing within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Applicants to extend the validity of their Proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their Proposals.



2.8 Submission, receipt and opening of Proposals

2.8.1. Submission of Proposals

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

(1) Cover-I: Technical Proposal

(a) RFP Processing Fee and Bid Security :

- (i) Scanned copy of the proof for RFP Processing Fee as specified in Clause 2.16.5
- (ii) Scanned copy of the proof for Bid Security as specified in Clause 2.16.5

(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 and self-declaration on the letter of head Applicants/statutory certificate for undertaking with movements/pilot movements through coastal shipping as per Form 3 D.
- (iv) Documentary evidence in support of Eligible Assignments as per Clause 2.9.5 of this ITA
 - (A) Applicant shall provide Completion Certificate issued by client for projects alongwith relevant extract of contract (covering but not limited to contract value, duration, execution date etc.) OR payment received till date alongwith copy of Work order and Statutory Auditor certificate.
 - (B) For execution of Movement/Pilot Movement, the Applicant shall submit the statutory certificate or self-declaration on the Applicant letter head as proof of undertaking the Movement/Pilot Movement through Coastal Shipping. The said declaration/certificate shall be provided as per Form 3 D.
- (v) Format of Financial Capacity duly filled and signed by Authorized Statutory of the Applicants as per Form 3 E along with the certificate of Statutory Auditors.
- (vi) Applicants to submit the Audited Annual Reports/Financial Statements as per Clause 2.9.5 of this ITA.
- (vii) Format of Power of Attorney for Authorized Signatory duly filled and signed as per Form 3F and in case of consortium Form 3 G provided in Section -3
- (viii) Extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Proposal on behalf of the Applicant.



- (ix) Format of Team Composition and Task Assigned duly signed by the Authorized Signatory of Applicants as per Form 3 H
- (x) 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
- (xi) Form 3 L – Statement of Legal Capacity- duly filled, stamped and signed by the Authorized Signatory of the Applicant

(c) Enclosure-II: scanned copies following document

- (i) Format for Joint Bidding Agreement duly signed by the Authorized Lead Member and all the other members of the Consortium as Form 3 K
- (ii) RFP document with all addendums and Corrigendum issued till date duly signed by the Applicant
- (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 (Financial Proposal) provided alongwith this Form 4A and Form 4 B as provided in the Section-4 of this ITA.

2.9 Minimum Eligibility Criteria

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

- (1) Preparation of Techno-Economic Feasibility Report / traffic studies / demand assessment and feasibility studies for projects involving development of Port Terminals (Container/Bulk/Breakbulk), multimodal logistic hub, ICDs, CFSs , Inland Waterways projects and Coastal Shipping projects

and

- (2) Undertaking the execution of atleast 5 movements/ pilot movements of cargo through Coastal Shipping / Inland waterways.

2.9.2 Technical Capacity

- (1) The Applicants should have successfully completed six (6) nos Eligible Assignments in the previous 7 years prior to Proposal Due Date each with a contract value not less than Rs. 25 lakh



And

- (2) Undertaken the execution of atleast Five (5) movements/pilot movements of cargo through coastal shipping/inland waterways in the previous 7 years prior to Proposal Due Date.

2.9.3 Financial Capacity:-

The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.

- 2.9.4 In case of Consortium, the Technical Capacity (Clause 2.9.2 (1)) and Financial Capacity (Clause 2.9.3) should be met by the Lead Member/Member in Charge, however the experience of undertaking the movement/pilot movement of cargo through Inland waterways/coastal shipping (Clause 2.9.2 (2) should be allowed to be either met by consortium member or Lead Member. In case the Applicant is not a consortium, it shall be eligible only if it has requisite technical & Financial Capacity of its own.

2.9.5 Documentary evidence to substantiate/support Eligible Assignments

- (1) Applicant shall provide Completion Certificate issued by client for projects along with relevant extract of contract (covering but not limited to contract value, duration, execution date etc.) OR payment received till date along-with copy of Work order and Statutory Auditor certificate. [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) For execution of Movement/Pilot Movement, the Applicant shall submit the certificate from Statutory Auditors or Self-Declaration on the Applicant Letter Head. The said certificate and declaration shall be submitted as per Form-3 D.
- (3) Statutory Auditors Certificate to substantiate the Financial Capacity of the Applicant as per Clause 2.9.3
- (4) The proposal must accompanied by the Audited Financial Statements/Annual Reports of the Applicant (or in case the Applicant is a Consortium then each members of the consortium) for the past three years preceding the year in which Proposal is made.
- (5) 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 and the Statutory auditor shall certify the same. 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.

2.10 Proposal Opening and Evaluation Process

- 2.10.1 Proposal Opening
Proposal opening shall be carried out in two stages.



- (1) First, Technical Proposal of all the Proposals received shall be opened 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.

2.10.2 Technical proposal Evaluation

- (1) Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at the time of evaluation (Test of Responsiveness). A Proposal shall be considered responsive only if:
 - (a) It is received by the Proposal Due Date and time including any extension thereof, given in the Data Sheet.
 - (b) It is accompanied by the RFP Processing Fee and Bid Security as specified in the RFP/Data Sheet
 - (c) It does not contain any condition or qualification or suggestion or submission.
- (2) At the time of Technical Opening, only the name of the Applicants and the outcome of Test of Responsiveness, as per clause 2.10.2 (1) will be declared.
- (3) Only responsive Proposals shall be further taken up for evaluation. The Client shall evaluate the responsive Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the Minimum Eligibility Criteria specified in the RFP. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum Eligibility Criteria.
- (4) To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Applicants, the Client may, at its discretion, ask any Applicant for a clarification of its Proposal, giving a reasonable time for response. The Client however, is not bound to accept the clarification submitted by the Proposal if found irrelevant. Client's request for clarification and the response shall be in writing or email.
- (5) Technical Proposals will be evaluated only on pass and fail basis. The Proposals which are meeting the Minimum Eligibility Criteria as mentioned in Clause 2.9 will be declared as passed.
- (6) SDCL shall inform the Applicants, whose Technical Proposals fulfil the criteria stipulated in the RFP document, of the Date, Time and Place of opening of the Financial Proposals. The Applicants so informed, or their representative, may attend the meeting of opening of Financial Proposals (may be organized through Webinar).
- (7) At the time of the opening of the 'Financial Proposals', the names of the Applicants, the total amount of each Proposal, and such other details as SDCL may consider appropriate will be announced by SDCL.



2.10.3 Financial Proposal Evaluation

- (1) At the time of the opening of the 'Financial Proposals', the names of the Applicants, the total amount of each Proposal, and such other details as SDCL may consider appropriate will be announced by SDCL at the time of Financial Proposal opening.
- (2) Applicant quoting the lowest Financial Proposal will be declared as the Successful Applicants (L-1 Applicant)
- (3) In event the proposal price of two or more Applicants is found to be the Same (Tie Applicants), SDCL may
 - (d) 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

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

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

2.11 Negotiation

2.11.1 The Successful Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal, but will be for re-confirming the obligations of the consultant under this RFP. Issues such as deployment of Key Personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the Successful Applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Successful Applicant and invite for negotiations.

2.11.2 The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the Client expects all the proposed Key Personnel to be available during implementation of the Contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 1 (one) Key Personnel and that too by only equally or better qualified and experienced personnel.

2.12 Award of contract

2.12.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof,

appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next ranked Applicant (L-2) may be considered.

- 2.12.2 **Performance Security:** Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the form specified at Appendix. For the Successful Applicant, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the Assignment as per the terms of the Contract.
- 2.12.3 **Execution of Contract:** After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, the Successful Applicant shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.12.4 **Commencement of Assignment:** The Successful Applicant / Consultant is expected to commence the Assignment on the date of Commencement of Service as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the Assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security / Performance Security, as the case may be, of the Successful Applicant shall be liable to be appropriated by the Client.

2.13 Confidentiality

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

2.14 Fraud and corrupt practices

- 2.14.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

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



2.15 Miscellaneous

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



2.16 Data Sheet

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

2.16.2 The address of the Client is:

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

2.16.3 Objective and description of the assignment:

The objective of this RFP document is to select a consultant for “Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India”

2.16.4 Tentative schedule for Selection Process is as follows:

Activity	Timeline
Date of issue of RFP / publishing date (T)	30 th July 2020
Last date for receiving queries/requests for clarifications	12 th August 2020
Pre-Proposal Meeting	17 th August 2020
Clients response to queries/requests for clarifications	20 th August 2020
Proposal Due Date (P)	2nd September 2020, 1500 hrs IST
Date of opening of the Technical Proposal	1530 hrs IST on the Proposal Due Date
Date of opening of the Financial Proposal	To be intimated to Technically Qualified Applicants

2.16.5 The RFP Processing Fee for this RFP is INR 5,900/- (INR Five Thousand plus GST@ 18%) and the Bid Security for this RFP is INR 50,000/- (INR Fifty Thousand only). The RFP processing Fee and Bid Security 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



- 2.16.6 The proposal of the Applicant should be valid for 180 days from the Proposal Due Date – Bid Validity Period.
- 2.16.7 Duration of assignment shall be for a period of 5 calendar months from the date of the Letter of Award as per the terms of the contract.
- 2.16.8 The Successful Applicant shall employ a team as given in this RFP document which shall be working for the project.
- 2.16.9 Deleted
- 2.16.10 Procedure for submission of the proposals as detailed out in Clause 2.8.1
- 2.16.11 No Proposal shall be accepted after the closing time of Proposals.
- 2.16.12 The Technical Proposal and Financial Proposal will be opened by the Evaluation Committee of SDCL on the dates mentioned in the Data Sheet.
- 2.16.13 Deleted
- 2.16.14 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](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.

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

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

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

2.17.1 Registration

- (1) Bidders/Applicants are required to enroll on the e-Procurement Portal <https://sdcl.euniwizarde.com> by clicking on the link “Bidder Enrollment” on the e-wizard Portal by paying the Registration fee of Rs. 2360/- per year charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.



- (3) Bidders/Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/Applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (7) The scanned copies of all original documents should be uploaded on portal.
- (8) For any Query contact to our helpdesk Number 011-49606060, **Email helpdeskeuniwizarde@gmail.com**, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228

2.17.2 Searching for Bidding Documents

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

2.17.3 Preparation of Bids

- (1) Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal (<https://sdcl.euniwizarde.com>).
- (2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.



- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- (5) These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.17.4 Submission of Bids

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



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

2.17.5 Assistance to Bidders

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



3. Technical Proposal and Standard Forms

- Form 3A: Technical Proposal Submission Form/Declaration
- Form 3B: General Information of Applicant
- Form 3C: Format of Technical Capacity (Eligible Assignments)
- Form 3D: Format of Technical Capacity (for Undertaking Movement/Pilot Movements through Coastal Shipping)
- Form 3E: Format of Financial Capacity
- Form 3F: Format for Power of Attorney for Authorized representative
- Form 3G: Format for Power of Attorney For Lead Member of Consortium
- 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: Pre-Proposal Queries Format
- Form 3K: Joint Bidding Agreement for consortium
- Form 3L: Legal Capacity



FORM 3A: Technical Proposal Submission Form/ Declaration

[Location, Date] To:

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

Subject: RFP dated [insert date and month], 2020, for Selection of Consultant for Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India

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 / Consortium] [with] [insert a list with full name and address of each Consortium / Consultant].

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

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

Further:

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



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



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



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

We remain
Yours sincerely,

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



Form 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:

(5) In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.



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)]

- Use Assignments with copy of proof of experience as required for meeting the minimum Eligibility criteria prescribed.
- Exhibit only those Assignments undertaken in the last Seven (7) years preceding the Proposal Due Date.
- Assignment without the proof of experience as detailed out in 2.9.5 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 Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



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:Format for Technical Capacity (For Undertaking the Movements/Pilot Movements

(Using the format below, to provide the Self Declaration or Statutory Auditors certificate as a proof for undertaking the Movements/Pilot Movements for meeting the Minimum Eligibility criteria prescribed

Exhibit only those Movements/Pilot Movements of cargo through Coastal Shipping/Inland Waterway undertaken in the past seven (7) years preceding the Proposal Date.)

Self-Declaration on the Applicant's Letter Head/Statutory Auditor certificate on Auditor Letter head

This is to certify that M/s----- (Name of the Firm) (Registered Office) has undertaken the following Movements/Pilot Movements of cargo through Coastal Shipping/Inland waterway

S.No	Financial Year	Origination of Cargo	Destination	Name of Client
1				
2				
3				
4				
5				

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

(Signature of the Statutory Auditor Seal of the Firm)*

Note:- (*Strike out in case not Applicable)

In case the Consultant does not have a Statutory auditor, it may provide the certificate from a practicing Chartered Accountant



FORM 3E: Financial Capacity

[Using the format below, provide information on Financial Capacity of the your firm either individually as a corporate entity or as 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. However in case of consortium, Lead member is to provide the required experience as per stipulation in this RFP.]

- The proposal must accompanied by the Audited Financial Statements/Annual Reports of the Applicant (or in case the Applicant is a Consortium then each member of the consortium) 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 and the Statutory auditor shall certify the same. 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	Average Annual Turnover (in Rs. cr)
1	2017-18	
2	2018-19	
3	2019-20	

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

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:- In case the Consultant does not have a Statutory auditor, it may provide the certificate from a practicing Chartered Accountant

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



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

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

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



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 Appostille certificate.



FORM 3G: Format of Power of Attorney for Lead Member of Consortium Member

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

Whereas the Sagarmala Development Company Limited (the "Client") has invited proposals from applicants for appointment as Consultant for the (Name of the Assignment) (the "Consultancy").

Whereas,..... and collectively the "Consortium") being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the RPP and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium of designate one of them as the Lead Member/Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's proposal for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

I

We, [name of Party] having our registered office at [registered address] and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Lead Member/Member In- charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Lead Member/Member In charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the proposal process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Consultancy, including but not limited to signing and submission of all applications, Proposals and other documents and writings, accept the Letter of Acceptance, participate in Pre-proposal conference' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Client, and / or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Proposal for the Consultancy and / or upon award thereof until the Contract is entered into with the Authority.

I

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF
(.....20.....



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

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.

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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.



FORM 3H: Team Composition and Task Assignments

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

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



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

Limit each CV to 5 pages single-sided plus a one page executive summary.

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



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



	<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]

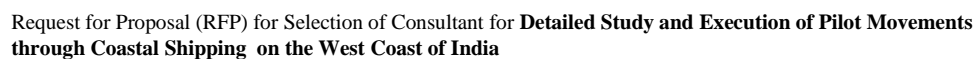
Day/Month/Year

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:



Instruction to Applicants				
S.No	Clause No., Page no	Existing Clause	Queries	Suggestion/Remarks
Terms of Reference				
1				
2				
3				
4				
5				
Standard Contract				
1				
2				
3				
4				
5				
6				
7				
General Queries				



FORM 3K: Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. [*], (a company incorporated under the Companies Act, 1956 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. [*], (a company incorporated under the Companies Act; 1956 and having its registered office at](hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns].

The above mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- (A) Sagarmala Development Company Limited, having its Corporate office at 1st Floor, Thapar House, gate No.2, 124 , Janpath, New Delhi-110001 (hereinafter referred to as the "Client " which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its Request for Proposal No----- dated----- (the "RFP") for appointment for (Name of Assignment) (the "Consultancy").
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Proposal documents in respect of the Consultancy, and
- (C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:



1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
- b. The Parties hereby undertake to participate in the Proposal process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful Applicant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Client as per the terms of the RFP and for performing all obligations as the Consultant in terms of the Contract for Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead Member/ Member-In- Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [*];.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Lead Member or Member in Charge

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member /Member-In-Charge and the Client shall be entitled to deal with such Lead Member/Member-In-Charge as the representative of all Members Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member/Member-In-Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Lead Member/ Member-in-Charge;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Lead Member/Member-In- Charge and the Client shall have the right to release payments solely to the Lead Member/Member-In- Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties; and
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession,; grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such .Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;



- c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Authorized Representation

The parties agree that, who is employed with the Lead Member/ member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Consultancy including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-proposal and other conferences and providing information/responses to the Client, representing the consortium in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Consultancy.

9. Termination

In case the Consultancy is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract. However, in case the Consortium is not selected for award of the Consultancy, the Agreement shall stand terminated upon intimation by the Client that it has not been selected and upon return of the Bid Security by the Client.

10. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by the laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER- IN -CHARGE	SIGNED, SEALED AND DELIVERED
by:	SECOND PART
(Signature)	(Signature)



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED) SEALED AND DELIVERED

For and on behalf of THIRD PARTY

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to :execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



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/ our members in the JV/Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document. We have agreed that (insert member's name) will act as the Lead Member of our JV/consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* 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. All actions/representations of the Lead Member/Authorized Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*



4. Financial Proposal - Standard Forms

Form 4A: Financial Proposal Submission Form

Form 4B: Summary of Costs



FORM 4A: Financial Proposal Submission Form

[Location] [Date]

To:

Company Secretary,

Sagarmala Development Company Limited

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

Dear Sir,

Subject: RFP for Selection of Consultant for Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India

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)

Particulars	Amount Payable (in INR)	
	Amount in Figure	Amount in Words
Consultancy Fee		
Goods and Services Tax		
Total Costs of Financial Proposal (Quoted Rate)		

5. Terms of Reference (ToR)

The selected consultant will provide Consultancy services for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India** as per the following scope of work (Terms of Reference)

5.1 Scope of work

(1) Estimation of Cargo Potential on the West Coast of India

- (a) Mapping of following subsets of potential cargo which lies within 100 km (Possible cargo) from the West Coast of India
 - (i) Industrial Units
 - (ii) Agro and Agro based industries
 - (iii) Natural Resources such as iron ore, Granite etc
 - (iv) Any other subset(s) of cargo based on the primary or secondary research
- (b) Mapping of all the cargo which are either originated or destined at these subsets of potential cargo (that includes both raw material and finished cargo)
- (c) Study the existing traffic flow at the major ports, non-major ports and major jetties on the west coast of India
- (d) List out the relevant O-D pairs for coastal shipping for West coast of India alongwith the name of the Shippers
- (e) Study the present mode of transportation and also collate and collect the cost at each leg of logistic activities of the identified O-D pairs as per point (1) (c) above.
- (f) Arrive at the total logistic cost through existing mode of transportation (Benchmarking cost)
- (g) List out all the possible O-D pairs along-with volume (in terms of MT or TEUs), existing mode of transportation (also includes the multimodal logistics) and total logistic cost.
- (h) Specifically list out the O-D pairs where return cargo is feasible to be moved
- (i) Provide the projection of cargo potential for next 5 years, 10 years and 15 years
- (j) List out the existing Barge Operators in the region (West Coast of India) with following details
 - (i) Identify the various Barge owners alongwith their the fleet size
 - (ii) Specification of the barges with respect to LoA, Beam and loaded draft, Capacity (in MT or TEUs)
 - (iii) Barge Class as per RSV classification
 - (iv) Prevailing charter rate in the region with respect to specification of the each barge.
 - (v) Prevailing freight payment terms to be paid by Shippers for availing services of cargo movement through barges.
- (k) List out the jetty operators in the region
 - (i) Identify the various existing jetties in the region
 - (ii) Collate and collect the information for jetties which are strategically located for utilization as Coastal Cargo Ports based on the identified O-D pairs. The information to be collected are including but not limited to the following
 - (A) Number of jetty

- (B) Specification of the jetty in term LoA, Width and draft (both at low tide and high tide separately)
- (C) Material Handling equipment available alongwith discharges capacity with respect to each of the commodities identified
- (D) Jetty Connectivity with respect to both rail and road
- (E) Tariff of the jetty with respect to both Vessel and Cargo related charges etc
- (F) Warehousing infrastructure alongwith the capacity
- (G) Available parking space

- (iii) Identify the infrastructure gaps if any at the jetties

(2) Devise complete Logistic Solution

(a) Suggested logistic solution

Devise the suggested logistic solution for the identified O-D pairs. The logistic solution should include the following

- (i) Identification of the existing jetties/locations for coastal cargo ports (CCPs)
- (ii) Selection of suitable barge configuration based on the draft alongside the jetties and in the approach channel
- (iii) Identification of material handling equipment to be deployed if required for loading and unloading operation with the adequate discharge capacity
- (iv) Year-wise barge requirement over the period of projections based on the turnaround time of the barges (that includes loading/unloading operations from the barges, berthing and de-berthing time etc and quantum of cargo to be moved
- (v) Conditions of approach road including availability of parking area near the jetty, to be assessed to arrive at the specification of the trucks to be deployed for the first and last mile connectivity

(b) Cost of movement through Coastal shipping

After devising the complete logistic solution, the cost of movement through coastal shipping to be worked out that comprises of

- (i) Barging cost that includes charter rate/acquisition cost, fuel cost, crew cost, etc
- (ii) Charges to be paid at existing jetty that includes both vessel related charges and cargo related charges
- (iii) Trucking cost of first and last mile connectivity
- (iv) Miscellaneous cost that includes cargo insurance, admin cost etc

(c) Comparison of the above cost with the existing cost of movement of cargo (Benchmarking cost) in the identified O-D pairs.

Deliverable-1 : Submission of the detailed report on Cargo Potential with Estimated cost of movement through CCPs route and database of shippers, barge operators and jetty operators of the region

(3) Segregation of O-D pairs

- (a) Based on the above detailed assessment, categorize the O-D pairs under following categories
 - (i) Category-1 : Feasible to be moved through envisaged CCPs route
 - (ii) Category-2 : O-D pairs feasible as multiple pick up (Originations) and drop points (Destinations) through CCPs route on a single voyage.
 - (iii) Category-3 : Proposed movement through CCPs is marginally (say upto 10%) higher than present mode of transportation
- (b) Pilot Movement
 - (i) Select the 2 O-D pairs from category-1, 1 each O-D pairs from category-2 and 3
 - (ii) The above is only indicative, the O-D pairs will be selected & finalized during the presentation on the Deliverable-1.

(4) Tie-up with shippers

- (a) Based on the above, prepare a list of the shippers and interact with them to obtain the buyin for undertaking pilot movement alongwith O-D pairs.
- (b) Obtain the detailed existing logistic cost and firm up the costing with respect to the pilot movement.
- (c) Prepare the Standard Operating Procedures (SoPs) for undertaking such pilot movement in discussion with shippers/Cargo Owners
- (d) Firm up the commercial terms with the Shippers with respect to billing and receiving of the payment after the delivery of cargo

(5) Tie-up with Barge/Vessel operators

- (a) Select the most suitable barge for pilot movement based on the commodities to be transported
- (b) Firm up the charter rate that includes all the expenses except Port Charges and Fuel (Port charges and fuel shall be finalized based on the jetty operator and O-D pair respectively)
- (c) Ensure that all SoPs as finalized with the Shippers shall be complied with by the barge operator

(6) Tie-up with existing private jetties/ ports Operator

- (a) Identify the jetties for the pilot movement
- (b) Firm up the key output parameters such as discharge rate of the material handling equipment, waiting time, berth length, available draft alongside the jetties and in the approach channel etc
- (c) Firm up Port charges both vessel and cargo related charges based on the type & volume of commodity.
- (d) The jetty that is to be selected should have a good road connectivity with the National Highway and should be outside the city limit to avoid any traffic restriction and movement can be done 24x7.

- (e) Adequate and suitable storage space for the handling and storage of cargo.
- (f) adequate space for the parking of the truck either inside the terminal or near to terminal

(7) Tie up of truckers Association

- (a) Identify the truckers associations/owners
- (b) Collate and collect the prevailing freight especially with respect to first and last mile connectivity from the identified jetties.
- (c) Identify the specification for the trucks that are proposed to be deployed for the movement.
- (d) Firm the detailed commercial including freight for first and last mile connectivity on select O-D pairs for pilot movement.

Deliverable -2 : Detailed Report on the select O-D pairs for Pilot Movement along with the likely cost for undertaking such pilot movement.

(8) Provide inputs in the development of App based platform on the similar lines on which various existing online app offered their services in trucking business.

- (a) Assist in organizing atleast 2 number B2B workshops to promote the concept of App based platform for the movement of coastal shipping and
- (b) seeks inputs from the various stakeholders that include shippers, Barge Operators, Jetty operators in the development of App based platform
- (c) Cost of such workshops shall directly borne by SDCL, the consultant is only provide assistance in coordination with all stakeholders and finalization of venue of such workshops.

Deliverable-3 : Assistance in Organizing the stakeholder consultations

(9) Monitoring of the Pilot Movement

- (a) Shortlist the O-D pairs for the pilot movement for all the categories as stipulated in the Clause 3 (b) of ToR and also guarantee of the return cargo.
- (b) Prepare a detailed costing with break up along with the applicable freight and submit to SDCL for approval prior to undertaking the pilot movement. SDCL may in discussion with consultant adopt a suitable mechanism for finalization of freight.
- (c) After approval, a Tripartite Transport Agreement to be executed between barge operator & shipper and SDCL for conducting the pilot movement with detailed commercials including billing and payment terms of the transportation, roles and responsibility of each party(ies) etc. Consultant to prepare such agreements and shall be responsible for the execution of the transport agreement between the stakeholders as per agreed terms and conditions.
- (d) Consultant to demonstrate the App based B2B platform during the pilot movement and also highlights the deficiency, if any during the operation of App during the pilot movement.
- (e) Payment from SDCL will only by way of differential amount between actual or estimated cost of transportation (whichever is lower) and cost of movement through existing mode. The differential amount will be paid directly to the Shippers upon proof of settlement of dues of the barge and jetty operator by the shipper.
- (f) Ensure and monitor the entire pilot movement through App based B2B platform



- (g) Prepare a detailed note on the pilot movement with the recommendation/suggestion on the ways to further enhance the cost economics of the movement and also provide the inputs on the improvement of App based B2B platform.

Deliverable-4 : Detailed Report on the Pilot Movement

5.2 Deliverables and Payment Terms

S.No	Deliverables	Timelines (from the date of contract)	Payment
1	Submission and Acceptance of Detailed report on Cargo Potential, Estimated Cost and Database	1 st month	10%
2	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	2 nd month	10%
3	Organizing the B2B Workshop for development of App based platform	2 nd Month	5%
4	Completion of Pilot movement for Category-1 and 2	3 rd month	20%
5	Completion of Pilot movement for category 3	5 th month	40%
6	Submission and acceptance of detailed report on pilot movement	5 th month	15%



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 1st 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 Consultants/Lead Member and registered address (hereinafter called the “Consultant(s)”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the Second Part.

WHEREAS

- (c) The Client vide Request of Proposal for the selection of Consultant for “Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India” (hereinafter called the “Consultancy”) has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- (d) The consultant submitted its proposal for the aforesaid work, whereby the consultant 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.’
- (e) The Client, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ----- (the “LOA”) and
- (f) In pursuance of the LOA, the parties hereto hereby agree as follows

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 General Conditions of Contract (hereinafter called “GC”);
 - (b) The Special Conditions of Contract (hereinafter called “SC”);
 - (c) 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 Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Client will make payments to the Consultants 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



Request for Proposal (RFP) for Selection of Consultant for **Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India**



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 CONSULTANT

[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 Consultant;
- (d) **“Consultant” or “Consultants”** 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) **“Lead Firm/Lead Member / Member in Charge”** means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- (j) **“Local Currency”** means the currency of the Government;
- (k) **“Member”**, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;



- (l) **“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;
- (m) **“Master Services Agreement (MSA)”** shall mean the same as “contract”;
- (n) **“Party”** means the Client or the Consultants, as the case may be, and Parties means both of them;
- (o) **“Performance Security”** shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- (p) **“Personnel”** means persons hired by the Consultants or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- (q) **“Project”** means “name of assignment”;
- (r) **“SC”** means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- (s) **“Services”** means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
- (t) **“Sub Consultant”** means any employees appointed by the Consultant as an Expert, if any required in accordance with the provision of this Contract.
- (u) **“Work Order”** means a specific directive or order to perform a defined scope for a defined duration and fee
- (v) **“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.
- (w) **“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 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.

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 Consultants may be taken or executed by the officials in the SC.
- 6.1.7 **Taxes and Duties:** Unless otherwise specified in the SC, the Consultants 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 Consultant.
- Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Consultant 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 Consultant is liable to bear hereunder; or
- 6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant 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 relatable 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 Joint and Several Liability: Collective action by Members

- 6.2.1 In the event the Consultant is a joint venture/ consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract.
- 6.2.2 Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of change in the structure or composition of the joint venture/ consortium, including the Lead Member/Member in Charge ceasing to act as such except any other provision provided hereunder.
- 6.2.3 In the event of default by any member in the execution of his part of the contract, the client shall be so notified within 15 days by the Lead member, Lead member shall within 30 days of the said notice assign the work of the defaulting member to any other equally competent party and after obtaining written confirmation of such appointment from the Client to ensure the execution of that part of the contract as envisaged at the time of Proposal. Failure to comply with the above provision,



the Client shall be entitled to terminate this contract. In case the Lead Member being defaulter then Client shall be entitled to terminate the contract as per the terms of this contract.

6.2.4 In the event the Consultant is a joint venture/ consortium, the Performance Security may be provided by Lead Member; provided that such Performance Security shall mention the details of this Contract and other members

6.2.5 In the event the Consultant is a joint venture consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Lead Member/Member in Charge and the Client shall be entitled to deal with such Lead Member/Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

6.2.4.1 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member/ Member in Charge on any matters related to this Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Lead Member/Member in Charge;

6.2.4.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Lead Member/ Member in Charge and the Client shall have the right to release payments solely to the Lead Member/Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;

6.2.4.3 Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 6.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members

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 Consultants shall commence the Services from 15th (fifteen) 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.

6.3.5.5. Deleted

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 Consultants, to be given after the occurrence of any of the events specified in this clause:

- (a) if the Consultants 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 Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants 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 Consultant 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 Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant 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 Consultant, 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 Consultants:** The Consultants 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 Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue ; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (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 Consultant'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 Consultant 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 Consultant and equipment and materials furnished by the Client, the Consultant 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 Consultant:

- (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 Consultant 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 Consultant and also impose liquidated damages as per the provisions of relevant clauses of this Contract. The Consultant 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 Consultants

6.5.1 General: The 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 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 Consultant shall comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant 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 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the 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 Consultants shall use their best efforts to ensure that the Key Personnel similarly shall not receive any such additional remuneration.

6.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.

However, the above clause 6.5.2.3 does not applicable for the consortium member who has involved in the conducting the pilot movements in accordance with the provisions of this contract including any Appendix hereof.

6.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants 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 Consultants, 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 Consultant's Actions Requiring Client's Prior Approval:** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Consultant, with respect to pilot movement, is required to submit the O-D pairs, Type of commodity, specification of barges deployed, specification of Jetty to be used for handling of cargo along with the detailed cost breakup. The consultant will commence the pilot only upon written approval of the Client.
 - (b) No request of Sub-contracting will be entertained by the Client. Subcontracting is not allowed in this agreement.
 - (c) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - (d) any other action that may be specified in the SC.
- 6.5.5 Reporting Obligations:** The Consultants 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 Consultants to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the 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 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 Consultants:** 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 Insurance to be taken out by the Consultants:** The Consultants (i) shall take out and maintain, and shall cause any sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

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 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 consultants

- 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 consultant.
- 6.8.2 The Client shall cause the payment of the Consultants i.e. within fifteen (15) working days after the receipt by the Client of bills with supporting documents.
- 6.8.3 Currency: The price is payable in local currency i.e. Indian Rupees.

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

- (a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.
- (b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant 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 Consultants.

6.11 Liquidated damages

If the Consultant fails to submit the Deliverables specified in Appendix A – ToR as per the timelines mentioned therein, an amount equal to 1% of the contract fees for each week of delay or part thereof will be withheld when the respective invoice is paid. If the Consultant manages to complete the Assignment within the period specified under the contract, the withheld amounts will be released by the Client with the payment for the final deliverable. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

6.12 Representation, warranties and disclaimer

- 6.12.1 The Consultant 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 Consultant'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 Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (h) no representation or warranty by the Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant of

any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the 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 Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant 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 Consultant 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(i) The Lead Member/ Member in-charge is [name of consultant].

6.1.1 (o) Performance Security.

The Consultant 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 Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Consultant 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 5 (five) percent of the total 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 Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant 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 Consultant 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 Consultant 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 Consultant; 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 Consultant 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].
- 6.1.7 For domestic consultants / personnel and foreign consultants / personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by Client only GST over and above the Consultancy fee. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.
- 6.3.1 The date on which this Contract will come into effect is [date].
- 6.5.7 Limitation of the Consultant's Liability towards the Client
- a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
 - i) for any indirect or consequential loss or damage; and
 - ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.
 - b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- 6.5.8 Risks and coverage
- a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.



- b) Third Party liability insurance with a minimum coverage, for INR 10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.
- c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture/Consortium, the policy should be in the name of Lead Member.
- d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.8 Client will try to release the payment within 15 days of receipt of the invoice and within 30 days in the case of the final payment.

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 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 Consultant, resulting in a Contract valued at INR [amount in figures and words] for (Scope of Work) (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee amounting to INR [amount in figures and words] to the Client for performance of the said Agreement.

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

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

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



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

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

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

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

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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

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