

**Sagarmala Finance Corporation Limited**  
[Formerly Known as Sagarmala Development Company Ltd.]

**Expression of Interest (EOI)**  
**for**  
**Empanelment Of Law Firms for Undertaking Legal**  
**Vetting & Executing Various Legal Contracts/Documents**  
**For SMFC Ltd.**

**Tender No. SDCL/EOI/2025-26/48**

**9<sup>th</sup> June 2025**

**Sagarmala Finance Corporation Limited (SMFC Ltd.)**  
**1st Floor, Thapar House, Gate No. 2**  
**124, Janpath, New Delhi – 110 001**

## **Disclaimer**

1. This EOI document is neither an agreement nor an offer by the Sagarmala Finance Corporation Limited (SMFC LTD.) to the prospective Applicants or any other person. The purpose of this EOI is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this EOI.
2. SMFC LTD. does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this EOI document and it is not possible for SMFC LTD. to consider needs of each party who reads or uses this EOI document. This EOI includes statements which reflect various assumptions and assessments arrived at by SMFC LTD. 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 EOI document and obtain independent advice from appropriate sources.
3. SMFC LTD. will not have any liability to any prospective Applicant/Consultancy Company/ Firm/Consortium as the case may be or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the award of the Assignment, the information and any other information supplied by or on behalf of SMFC LTD. or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. SMFC LTD. will also not be liable in any manner whether resulting from negligence or otherwise caused arising from reliance of any Applicant upon any statements contained in this EOI.
4. SMFC LTD. will not be responsible for any delay in receiving the proposals. The issue of this EOI does not imply that SMFC LTD. is bound to select an Applicant or to appoint the Selected Applicant for the consultancy and SMFC LTD. reserves the right to accept/reject any or all of proposals submitted in response to this EOI document at any stage without assigning any reasons whatsoever. SMFC LTD. also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI 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. SMFC LTD. reserves the right to change/ modify/ amend any or all provisions of this EOI document. Such revisions to the EOI/ amended EOI will be made available on the website.

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# 1. Letter of Invitation

## 1.1 Introduction

Sagarmala Finance Corporation Limited (SMFC LTD.) is a schedule B CPSE under the Ministry of Ports, Shipping and Waterways, Government of India. Under the ambit of the Sagarmala Programme, SMFC LTD. strives to reduce logistics costs for both domestic and EXIM cargo. It intends to create, among others, ports, port-connectivity, and transshipment hub of international standards to generate economic activity all along the Indian coastline, with the participation of coastal communities. SMFC LTD. was incorporated with an initial authorized capital of Rs. 1,000 Crores and which may be increased subsequently, if required. SMFC LTD. has a paid capital of Rs. 1000 Crores. The entire cost towards the authorized capital for the Company with initial subscribed share capital is borne by the Government of India. SMFC LTD. assists the state level/zone level special purpose vehicles (SPVs) and SPVs to be set up by the ports, with equity support for implementation of the projects that they will undertake. SMFC LTD. shall take up identified projects based on the available data, feasibility reports and the preparedness shown by the project proponents.

SMFC LTD. is under the process of getting itself registered as Non-Banking Financial Company (NBFC) with Reserve Bank of India (RBI) having its registered office at New Delhi, India.

In order to legal vetting of the various loan proposal documents and executing the Contract documents etc., SMFC LTD. intends to Empanel the Law Firm with rich professional experience.

## 1.2 Submission

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

## 1.3 Critical Dates:

Activity	Timeline
<b>Date of issue of EOI / publishing date (T)</b>	9 <sup>th</sup> June'2025
Last Date for submission of Queries	20 <sup>th</sup> June' 2025
Pre-proposal Meeting	24 <sup>th</sup> June'2025 at 11:00 hours
Date for submission of additional queries	24 <sup>th</sup> June'2025 by 17:00 hours
Venue of Preproposal Meeting	Conference Room, Sagarmala Finance Corporation Ltd. (SMFC LTD.) 1st Floor, Thapar House, Gate No. 2 124, Janpath, New Delhi – 110 001 + on MS Teams <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDcwMmZkZjgtMDIzNy00M2ZkLTlkZGUtMDcyM2RIYjE0ZTEw%40thread.v2/0?context">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDcwMmZkZjgtMDIzNy00M2ZkLTlkZGUtMDcyM2RIYjE0ZTEw%40thread.v2/0?context</a>

	=%7b%22Tid%22%3a%22637211c1-6d85-4651-9d91-b815f77f89a5%22%2c%22Oid%22%3a%228fc56305-820c-49b1-94dd-154deacfad3c%22%7d
<b>Proposal Due Date (P)</b>	10 <sup>th</sup> July 2025 at 1100 hours
Date of opening of the Technical Proposal	10 <sup>th</sup> July 2025 at 1130 hours
Proposal validity	180 days from Proposal Due Date

#### **1.4 Empanelment Process & Duration**

The empanelment will be valid for a period of 2 years after which the empanelment may be renewed based on mutual agreement between SMFC LTD. and the empaneled consultant. The Empanelment shall be done on the Quality Based Selection with 75% as a Qualifying score.

#### **1.5 Contents of this EOI**

The EOI includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Critical Data Sheet

SECTION 3: Instructions to Applicants

SECTION 4: Terms of Reference

SECTION 5: Technical Proposal - Standard Forms

Appendices: Other relevant information, forms and formats

#### **1.6 Performance Security:**

A Performance Security in the form of NEFT in favour of Sagarmala Finance Corporation Limited for **Rs. 1,00,000/- (Rs. One Lakhs only)** shall be required to be submitted by Empaneled bidders within 15 days of empanelment. The client will not be liable to pay any interest on Performance Security. The Performance Security shall be returned, without interest after the end of the Empanelment period. **The mode of payment shall be shared with empaneled bidders.**

#### **1.7 Bid Processing Fee:**

All bidders shall pay a non refundable bid processing fee of Rs. 25,000/- (Twenty-Five Thousand only) in Bank account as given in para 1.6, failing which the bid shall not be considered responsive. This shall be non refundable.

#### **1.8 Amendments**

- (1) All amendments / corrigenda will only be published on the e-tender website <https://sdcl.ewizard.in> and website of SMFC LTD. <https://sdclindia.com/main-index>.
- (2) Applicant can access clarifications/corrigenda (if any) as per routing mentioned below:-
  - (a) E-tender - <https://sdcl.ewizard.in> on the Home page of SMFC LTD.
  - (b) For SMFC LTD. 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 EOI”

### **1.9 Address for Correspondence/Pre-bid Meetings/ Bid Opening**

Sagarmala Finance Corporation Limited  
1<sup>st</sup> Floor, Thapar House, Gate No. 2  
124, Janpath, New Delhi – 110 001  
gm.projects@sdclindia.com  
sm.projects@sdclindia.com

**SMFC LTD. 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

General Manager (Operations & Projects)  
Sagarmala Finance Corporation Limited

## 2. Critical Data Sheet

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

### 2.1 The Technical Proposal

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

**(a) EOI processing Fee**

- (i) Scanned copy of the proof for the submission of EOI Processing Fee as per clause 1.7 of this EOI.

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

- (i) Signed Technical Submission form as per Form 5A.
- (ii) Provide General Information of the Applicant as per Form 5B.
- (iii) Copy Certificate of Incorporation.
- (iv) Format of Technical Capacity duly filled and signed by Authorized Signatory of the Applicants as per Form 5C.
- (v) Format of Financial Capacity duly filled and signed by Authorized Signatory of the Applicants as per Form 5D.
- (vi) Format of Industry Experience duly filled and signed by Authorized Signatory of the Applicants as per Form 5E
- (vii) Format of NBFC Experience: Empanelment duly filled and signed by Authorized Signatory of the Applicants as per Form 5F
- (viii) Format of NBFC Experience: Appraisal duly filled and signed by Authorized Signatory of the Applicants as per Form 5G [DELETED]
- (ix) Format of Power of Attorney duly filled and signed by Authorized Signatory of the Applicants as per Form 5H
- (x) Format of Technical Competency duly filled and signed by Authorized Signatory of the Applicants as per Form 5I
- (xi) Format of Technical Competency duly filled and signed by Authorized Signatory of the Applicants as per Form 5J [DELETED]
- (xii) Format of Curriculum Vitae (CV) for the proposed Key Personnel as Form 5K duly signed by the respective Key Personnel and Authorized signatory of the Applicant.

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

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

**It may be noted that the Technical Proposal shall not contain any reference to the Financial Proposal. Any violation will lead to disqualification of the bidder from the bidding process.**

## 2.2 Important Dates

Activity	Timeline
<b>Date of issue of EOI / publishing date (T)</b>	9 <sup>th</sup> June'2025
Last Date for submission of Queries	20 <sup>th</sup> June' 2025
Pre-proposal Meeting	24 <sup>th</sup> June'2025 at 11:00 hours
Date for submission of additional queries	24 <sup>th</sup> June'2025 by 17:00 hours
Venue of Preproposal Meeting	Conference Room, Sagarmala Finance Corporation Ltd. (SMFC LTD.) 1st Floor, Thapar House, Gate No. 2 124, Janpath, New Delhi – 110 001 + on MS Teams <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDcwMmZkZjgtMDIzNy00M2ZkLTlkZGUtMDcyM2RIYjE0ZTEw%40thread.v2/0?context=%7b%22Tid%22%3a%22637211c1-6d85-4651-9d91-b815f77f89a5%22%2c%22Oid%22%3a%228fc56305-820c-49b1-94dd-154deacfad3c%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDcwMmZkZjgtMDIzNy00M2ZkLTlkZGUtMDcyM2RIYjE0ZTEw%40thread.v2/0?context=%7b%22Tid%22%3a%22637211c1-6d85-4651-9d91-b815f77f89a5%22%2c%22Oid%22%3a%228fc56305-820c-49b1-94dd-154deacfad3c%22%7d</a>
<b>Proposal Due Date (P)</b>	10 <sup>th</sup> July 2025 at 1100 hours
Date of opening of the Technical Proposal	10 <sup>th</sup> July 2025 at 1130 hours
Proposal validity	180 days from Proposal Due Date

## 2.3 Instructions for Online Bid/ Proposal Submission through Tender site <https://sdcl.ewizard.in>:

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.ewizard.in>, 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.ewizard.in>

## 2.4 Registration

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

- (3) Bidders/Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/Applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (7) The scanned copies of all original documents should be uploaded on portal.
- (8) For any Query contact to our helpdesk Number 011-49606060, Email [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com), Mr. Anshuman Thakur/ Mr. Akshay/ Mr. Amrendra / Mr.Birendra – 9355030616 / 9355030623/ 9355030628/ 9205898228

## 2.5 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.

## 2.6 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.ewizard.in>).
- (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.

## 2.7 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 **Online** payment option as provided in the e-tendering portal to pay the e-tendering processing fee (as mentioned on e-tendering portal), EMD/ Bid Security and EOI processing fee as applicable as per the terms of Tender/EOI.
- (4) 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 price bid 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 price bid 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 price bid file is found to be modified by the bidder, the bid will be rejected.
- (5) 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.
- (6) 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.
- (7) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (8) 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.

(9) The bid summary has to be printed and kept as an acknowledgement of bid submission.

## 2.8 Assistance to Bidders

(1) For any Query contact to our helpdesk Number 011-49606060, Email [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com), Mr. Anshuman Thakur/ Mr. Akshay/ Mr. Amrendra / Mr.Birendra – 9355030616 / 9355030623/ 9355030628/ 9205898228

## 3 Instruction to Applicants

### 3.1 General instructions

**3.1.1** This Expression of Interest (EOI) is for the empanelment of Law Firms for legal vetting of the various loan proposal documents and executing the Contract documents etc. Loan proposals (hereinafter referred as the “Proposals”). The applicants are required to submit their Proposals on/before the Proposal Due Date as mentioned in Section 3: Data Sheet of this EOI document. The applicants shall submit the detailed Technical Proposals for the Empanelment on the Client’s panel as per instructions and templates provided in this EOI document.

**3.1.2** Invitation of applications for empanelment as Law firm for various project activities will have a stage of pre-bid conference before submission of final application for evaluation. The date and timing of pre-bid conference is mentioned in Section 2.1: Important Dates.

**3.1.3** All pre-bid queries must be submitted up-to one day before the pre-bid meeting. SMFC LTD. shall endeavor to issue clarifications as early as possible so as allow the applicants reasonable time for submitting the proposals.

**3.1.4** The complete Proposals should be submitted on or before the Proposal Due Date as specified in Section 3: Data Sheet, in the manner specified in the EOI document. The Client shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

**3.1.5** The empanelment of applicants will be valid for the empanelment period specified in as specified in Para 5.3 or extended period as may be arrived at mutual consent from the date of original empanelment or any date stated in the empanelment letter.

**3.1.6** Pursuant to empanelment, the services of the Law Firm may be availed by SMFC LTD. by issuing project specific Terms of References (ToR) and requesting project specific financial bids from the empaneled Law Firms. The

ToR may include project specific requirements of legal vetting/contract execution etc.

- 3.1.7** The empanelled applicants will be required to submit their financial offers strictly on the basis of EOI provided by SMFC LTD. without attaching any counter conditions and a certificate to this effect has to be furnished by the applicant. SMFC LTD. reserves the right to reject conditional offers.
- 3.1.8** On selection of an applicant for a specific project, SMFC LTD. will enter into agreement in the form prescribed. The format of agreement will be enclosed by SMFC LTD. while seeking financial offers from empaneled applicants.
- 3.1.9** In case of any dispute arising out of empanelment process, the decision of SMFC LTD. will be final and binding.
- 3.1.10** For applicants which are subsidiaries of foreign companies (i.e. equity of foreign entity is more than 50%) and if turnover of foreign parent company is claimed, SMFC LTD. shall insist on submission of a letter from the parent company to make its services available to the Applicant as required and demanded by SMFC LTD. without any extra financial liabilities on SMFC LTD..
- 3.1.11** Even though applicants may satisfy the necessary requirements they are subject to disqualification if they have:
  - i. Made untrue or false representation in the form, statements required in the application document.
  - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
  - iii. Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria, key experts etc.
- 3.1.12** It may be noted that after empanelment, the work shall be allotted as specified in EOI, however, SMFC LTD. shall have sole right and discretion to allot the work to consultant(s) commensurate to their capabilities and capacities. No complaint /representation/ grievance shall be entertained by SMFC LTD. in this regard.
- 3.1.13** For the purpose of empanelment, applications received will be evaluated based on the details furnished and minimum criteria specified by SMFC LTD. in the Data Sheet.

**3.1.14** All firms are required to bid independently for empanelment. **The JV(s)/consortium(s) are Not allowed.** Applicant has to furnish, on its company/JV/Consortium letter head, the following undertaking along with its bid.

*“I/we certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, 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”.*

### **3.2 Processing fee**

**3.2.1** All the Firms shall submit the processing fee is to be submitted in accordance with Para 1.7 of this EOI document.

### **3.3 Evaluation of bids**

**3.3.1** SMFC LTD. has adopted selection process (collectively the “Selection Process”) for evaluating the proposals. A technical evaluation will be carried out as per the eligibility criteria specified in Clause 4.1 of this EOI document. Based on this technical evaluation, the applicants meeting the eligibility criteria would be shortlisted and a panel shall be prepared. SMFC LTD. reserves the right to reduce or increase the number of Law Firms to be empanelled at a later stage. After the same, the empaneled Law Firms shall then be required to submit price bids along with other necessary documents for each assignment/projects, as shall be required by SMFC LTD..

**3.3.2** The Client shall open the Proposals at a time and date specified in the Data Sheet.

**3.3.3** Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the EOI. The Client reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals.

**3.3.4** The Client would subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this EOI and the criteria set out in this EOI. After the technical evaluation, the Client would prepare a list of shortlisted applicants. The list of Shortlisted applicants shall be uploaded on SMFC LTD. website.

**3.3.5** Applicants are advised that selection will be entirely at the discretion of SMFC LTD.. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given by SMFC LTD..

**3.3.6** Any information contained in the Proposal shall not in any way be construed as binding on the client, its agents, successors or assigns, but shall be binding against the Expert Agencies if the Consultancy is subsequently awarded to it.

**3.4 Clarifications**

**3.4.1** To facilitate evaluation of Proposals, SMFC LTD. may, at its sole discretion, seek clarifications from any applicant(s) regarding their proposal. Such clarification(s) shall be provided within the time specified by SMFC LTD. for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**3.4.2** If an applicant does not provide clarifications sought under Sub-Clause 2.4.1 above within the specified time, their proposal shall be liable to be rejected. In case the proposal is not rejected, SMFC LTD. may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the applicant shall be barred from subsequently questioning such interpretation of SMFC LTD..

**3.5 Right to accept or reject any or all proposals**

**3.5.1** Notwithstanding anything contained in this document, SMFC LTD. 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.

**3.5.2** SMFC LTD. 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 Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to disqualification of the Applicant. If such disqualification/ rejections occurs after the proposals have been opened or during any stage of the bidding process, and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the selection process.

### **3.6 Language**

**3.6.1** The Proposal with all accompanying documents and all communications in relation to or concerning the selection process shall be in English language and strictly in the forms provided in this document. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for by SMFC LTD..

### **3.7 Correspondence with Applicant**

**3.7.1** Given and except as provided in EOI document, SMFC LTD. shall not entertain any correspondence with any applicant in relation to acceptance or rejection of any application.

**3.7.2** SMFC LTD., in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- a) Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms & conditions relating thereto.
- b) Consult with any applicant in order to receive clarification or further information.
- c) Empanel or not to empanel any applicant and/or to consult with any applicant in order to receive clarification or further information.
- d) Retain any information and / or evidence submitted to SMFC LTD. by, on behalf of, and/or in relation to any applicant and/or.
- e) 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.

### **3.8 Award of Empanelment**

**3.8.1** After selection, an Award Letter / Letter of Empanelment shall be issued, in duplicate, by SMFC LTD. to the selected applicants and the selected applicants shall, within 15 (fifteen) days of the receipt of the Award Letter, sign and return the duplicate copy of the Award Letter in acknowledgement thereof. In the event the duplicate copy of the Award Letter duly signed by the any of the selected applicant is not received by the stipulated date, SMFC LTD. may, unless it consents to extension of time for submission thereof, cancel the Award Letter/ Letter of Empanelment issued to it.

### **3.9 Fraud and corrupt practices**

**3.9.1** 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 document, the Authority shall 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

**3.9.2** Without prejudice to the rights of the Authority herein above and the rights and remedies which the Authority may have under the LOA, if an Applicant or Consultant, as the case may be, is found by the Authority 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, such Applicant or Consultant shall not be eligible to participate in any tender or EOI issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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.

**3.9.3** For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "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 Authority 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 therefrom, 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 Authority, 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 financial, financial or technical consultant of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; "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; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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 (e) "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.

### **3.10 Conflict of Interest**

**3.10.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.

**3.10.2** It is necessary that the selected applicant provides professional, objective, and impartial advice and at all times hold the interests of SMFC LTD. as paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected applicant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of SMFC LTD..

**3.10.3** A Guidance Note has been provided in **Clause 3.11** of this EOI document for purpose of addressing Conflicts of Interest. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

the Applicant or Associate (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed

and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956. For the purposes of this, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this "sub- clause' (bb) if the shareholding of such-person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity share holding of such intermediary; (b) a constituent of such Applicant is also a constituent of another Applicant; or (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or (f) there is a conflict among this and other consulting assignments of the Applicant and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

**3.10.4** The duties of the selected applicant will depend on the circumstances of each case. While providing consultancy services to the Authority for a particular assignment, the selected applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractors or sub-contractor(s) ( or any constituent thereof) have common

controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder here of having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be.) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause above.

**3.10.5** For purposes of this bid, Associate means, in relation to the Applicant, a person/company/entity who/which controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

**3.10.6** An applicant eventually appointed to provide consultancy services for any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of the original assignment; provided further that this restriction shall not apply to consultancy / advisory services performed for SMFC LTD. in continuation of a specific consultancy or to any subsequent consultancy/ advisory services performed for SMFC LTD. in accordance with the rules of SMFC LTD.. For the avoidance of doubt, an entity affiliated with the applicant shall include a Partner in the selected applicant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the applicant's company, as the case may be, and any Associate thereof.

### **3.11 Note on Conflict of Interest**

**3.11.1** Law firms should be deemed to be in a conflict of interest situation wherein it can be reasonably concluded that their position in a business or their personal

interest could improperly influence their judgment in the exercise of their duties.

**3.11.2** Conflict of interest may arise between the SMFC LTD. and a Law Firms and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) SMFC LTD. and Law Firm:

- (i) Potential Legal Advisor should not be privy to information from / SMFC LTD. which is not available to others; or
- (ii) Potential Legal Advisor should not have defined the project when earlier working for the SMFC LTD.

(b) Law Firm and concessionaires/contractors/Project proponents etc:

- (i) No Legal Advisor should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor etc save and except relationships restricted to project-specific and short-term assignments; or
- (ii) No Legal Advisor should be involved in owing or operating entities resulting from the project; or
- (iii) No Legal Advisor should bid for works arising from the project.

### **3.12 Number of Proposals**

**3.12.1** An applicant is eligible to submit only one Proposal. An applicant applying individually shall not be entitled to submit another proposal in any form, i.e. JV or Consortium.

### **3.13 Cost of Proposal**

**3.13.1** The applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. SMFC LTD. will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **3.14 Acknowledgement by applicants**

**3.14.1** It shall be deemed that by submitting the Proposal, the applicant has: (a) made a complete and careful examination of the EOI document; (b) received all

relevant information requested from SMFC LTD.; (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the EOI document or furnished by or on behalf of SMFC LTD. or relating to any of the matters referred above; (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder; (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 terms hereof. SMFC LTD. 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 the EOI document or the Selection Process, including any error or mistake therein or in any information or data given by SMFC LTD..

### **3.15 Confidentiality**

**3.15.1** Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. SMFC LTD. will treat all information submitted as part of all Proposals in confidence and will insist that all who have access to such material treat it in confidence. SMFC LTD. will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

### **3.16 Miscellaneous**

**3.16.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

**3.16.2** SMFC LTD., in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: (a) 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; (b) consult with any applicant in order to receive clarification or further information; (c) retain any information and/or evidence submitted to SMFC LTD. by, on behalf of and/or in relation to any applicant; and/or (d) 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.

**3.16.3** It shall be deemed that by submitting the Proposal, the Financial Advisor 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.

**3.17 Dispute Resolution**

**3.17.1** In all matters of disputes or grievances arising out of the empanelment process or during the course of any assignment awarded to the empanelled applicants, the decision by the Board of Directors of SMFC LTD. will be final and binding on all parties.

## 4 Technical and Financial Eligibility criteria

### 4.1 Minimum Eligibility Criteria

#### 4.1.1 Technical Capacity

- (i) The applicant should be atleast **5 years old and shall be an Indian firm**, on date of bid. The applicant shall be required to submit a copy of its incorporation certificate or equivalent thereof for proof.
- (ii) The applicant must have completed legal vetting of minimum 03 project of Rs. 200 Cr or more (Project value) each in last 5 year (base date 1<sup>st</sup> January'2020) with any CPSE/Government Organization/Autonomous Bodies /PSU Banks, Government JV companies etc. The applicant shall be required to submit a completion certificate from the concerned organization to this effect. Ongoing assignments shall not be considered for this purpose.

#### 4.1.2 Financial Capacity

Average annual turnover during the last 3 financial years ending with 31st March (2023-24, 2022-23 and 2021-22) **should be not less than Rs. 25 Crore** from consultancy services undertaken by the applicant and the applicant shall be required to submit a certificate from its Statutory Auditors as proof of such turnover. The format for this certificate is enclosed in Form- 5D in this document.

#### 4.1.3 Banned or Blacklisted Applicant

Any Applicant which has been barred/blacklisted 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, would not be eligible to submit a Proposal either by itself or through its Associate. All applicants are required to submit the undertaking to this effect as per Form- 5L.

### 4.2 Qualification for Empanelment

#### 4.2.1 The Scoring criteria for evaluation

The Scoring criteria for evaluation of firms for Empanelment shall be as follows:

Total Marks – 100

S.No	Parameter	Maximum Score	Evaluation Mechanism
i	<b>Turnover:</b> Average Turnover in last 3 FYs viz., 2023-24, 2022-23, 2021-22: i. More Than 100 Crores – <b>20 Marks</b>	20 Marks	Based on documents provided by agency as part of Pre-Qualification documentation viz.,

S.No	Parameter	Maximum Score	Evaluation Mechanism
	<p>ii. More than Rs.50 Crore and up to 100 Crore – <b>18 Marks</b></p> <p>iii. More than Rs.25 Crores and upto 50 Crore – <b>15 Marks</b></p>		<ul style="list-style-type: none"> <li>• Profit and Loss Statement for the last 3 FYs (and)</li> <li>• A certificate Annexure-5D.</li> </ul>
ii	<p><b>Industry Experience:</b> Legal vetting/advisory of Project Value Rs.200 Crore Numbers Project of Eligible Sector, in last 5 years for:</p> <p>i. More Than 10 Projects – <b>20 Marks</b></p> <p>ii. More than 05 Crore and up to 10 Projects – <b>15 Marks</b></p> <p>iii. More than 03 and upto 05 Crore – <b>10 Marks</b></p>	20 Marks	<p>Based on documents provided by agency as part of Pre-Qualification documentation viz., Work Orders and/or Work Completion Certificates</p> <p>Eligible sectors include the following:</p> <p>i. Logistics including multi-modal logistics hubs / Inland Container Depot / Dry Port / CFS / FTWZ etc.</p> <p>ii. Ports and Maritime</p> <p>iii. Railways</p> <p>iv. Roads and Highways</p> <p>v. Pipelines</p> <p>vi. Inland waterways including multi-modal terminals</p> <p>vii. Industrial clusters, Special Economic Zones etc.</p> <p><b>A certificate Annexure-5E.</b></p>
iii	<p><b>NBFC Experience:</b> Empanelment with CPSE-NBFC/DFIs/Multilateral Banks in last 05 years:</p> <p>i. More than 10 – <b>30 Marks</b></p> <p>ii. More than 7 and up to 10 – <b>25 Marks</b></p> <p>iii. More than 3 and upto 5 – <b>20 Marks</b></p>	30 Marks	<p>Based on documents provided by agency as part of Pre-Qualification documentation viz., Work Orders and/or Work Completion Certificates.</p> <p>In case of experience as JV/Consortium the value of assignment shall be decided as per the percentage share in JV/Consortium.</p> <p><b>A certificate Annexure-5F.</b></p>
iv	<p><b>Evaluation of Technical Competency:</b></p> <p>i. Having more than 30 Expert on roll with Regular Law Degree- <b>30 Marks</b></p> <p>ii. Having more than 20 and upto 30 Expert on roll with Expert on roll with Regular Law Degree - <b>20 Marks</b></p>	30 Marks	<p>Agencies must mandatorily submit EPF Challan copy with Detailed CV</p> <p><b>A certificate Annexure-5I &amp; 5K.</b></p>

S.No	Parameter	Maximum Score	Evaluation Mechanism
	iii. Having more than 10 and upto 20 Expert on roll with Expert on roll with Regular Law Degree - <b>15 Marks</b>		
	<b>Total</b>	<b>100 Marks</b>	

**All the Agencies obtaining 75 or more shall be declared qualified for the empanelment with SMFC LTD. for 2 Years. However in case of Agencies more than 7 agencies obtaining marks more than 75 marks, top 7 Agencies shall be empaneled in order of their scores.**

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

- (1) For Clause 4.1.1, Certificate of incorporation & Registration certificate, MoA & AoA etc.
- (2) For Clause 4.1.2, Statutory Auditors Certificate
- (3) For Clause 4.1.3, Form 5L
- (4) For Clause 4.2, as mentioned thereof.

### 4.3 Proposal Opening and Evaluation Process

#### 4.3.1 Proposal opening shall be carried out in one stages.

- a) Technical Proposal of all the Proposals received shall be opened online on the date and time mentioned in EOI document.
- b) In the event of the specified date for the opening of Bids being declared a holiday for SMFC LTD., the Proposals shall be opened at the appointed time and location on the next working day.

#### 4.3.2 Technical proposal Evaluation

- a) Prior to evaluation of Proposals, the Client shall determine whether each Proposal is responsive to the requirements of the EOI at the time of evaluation (Test of Responsiveness). A Proposal shall be considered responsive only if:
  - i) It is received by the Proposal Due Date and time including any extension thereof, given in the Data Sheet.
  - ii) It is accompanied by the proof of payment of EOI processing fee.
  - iii) The signed undertaking regarding Blacklisting is attached with the offer.

Non-responsive proposal shall not be evaluated further.

- b) For the responsive Proposals, fulfillment of Minimum Eligibility Criteria shall be evaluated as per clause 4.1.
- c) For the proposals fulfilling Minimum Eligibility Criteria, Client shall evaluate the technical proposals for Qualification of Empanelment, based on the Scoring criteria for evaluation as per Clause 4.2.
- d) Applicants scoring a Minimum Technical Score of **75 marks out of 100** marks shall be Declared Qualified for empanelment.
- e) 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.

#### **4.4 Successful Applicant for Empanelment**

**4.4.1** Applicants scoring a **Minimum Technical Score of 75 marks out of 100** marks shall be Declared Qualified for empanelment. **However, in case of more than 7 Agencies obtaining marks more than 75 marks, only top 7 Agencies shall be empaneled in order of their scores as per Clause 4.2.1. In case for the 7<sup>th</sup> position more than one applicant has scored equal marks, then the preference shall be given to the applicant with higher Average turnover in last 03 years (2023-24, 2022-23, 2021-22).**

#### **4.5 Award of Assignment**

- 4.5.1** Whenever the requirement arises, SMFC LTD. shall invite financial offer from all the empaneled Consultants for the subject assignment.
- 4.5.2** The work shall be awarded on L-1 basis among Empaneled agencies discovered through obtaining the financial offer from them.
- 4.5.3** However, No agency shall be awarded more than 2 assignments consecutively, in case an agency has been awarded 02 assignments consecutively, the offer for subsequent assignments shall not be invited from that agency till at least one out of two assignments are completed. However, the maximum number of assignments to any agency shall be limited to **Five** in a year. This maximum number of 05 assignments may be revised as per the discretion of the SMFC LTD.. The year for this purpose shall be considered 12 months from the date of empanelment notice.
- 4.5.4** In case more than 1 agency quote the L-1 price, the preference shall be given based on their technical score, i.e. higher technical score as per Para 4.2.1, shall have priority.
- 4.5.5** In case the technical score also matches, then the agency awarded less assignments in the past shall be given preference.
- 4.5.6** In case the number of past assignments is also same, the agency having more Average turnover in last 03 years (2023-24, 2022-23, 2021-22) shall be awarded the work.

#### **4.6 Performance Security:**

A Performance Security to be paid through NEFT in favour of Sagarmala Finance Corporation Limited for Rs. 1,00,000/- (Rs. One Lakhs only) **shall be required to be submitted by Empaneled bidders within 15 days of empanelment.** The client shall not be liable to pay any interest on Performance Security. The Performance Security shall be returned, without interest after the end of the Empanelment period. The same may also be withheld forfeited in case of non-performance.

**The mode of payment shall be shared with empaneled bidders.**

#### **4.7 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning the assignment shall not be disclosed by the Empaneled agencies and non-adherence shall lead to blacklisting. All Empaneled Agencies shall be required to submit a non-disclosure agreement in this regard, which shall be provided with the Financial offer.



## **5 Terms of Reference**

### **5.1 Scope of Assignment**

The Scope of Assignment shall include 360° legal review/vetting of the Proposals and shall broadly include:

#### **5.1.1 Legal vetting of Proposals:**

- i. Legal Vetting of the Loan Proposals,
- ii. Review of various applicable laws and regulatory/statutory /RBI/Bank requirements,
- iii. Preparing Agreement/Contract and its legal vetting etc. and assisting further in legal disputes if any in the future.
- iv. Advising SMFC LTD. on legal matters including under consortium lending arrangements etc.
- v. Any legal requirement arises in respect to the loan proposal referred to the law firms.
- vi. The Final Scope shall be intimated at the time of inviting financial offer from the empaneled agencies, and the same shall be binding.

### **5.2 Deliverable:**

**5.2.1** Provide Details of findings, and analysis of the proposal with clear recommendation in comprehensive report format, hard as well as soft editable format.

### **5.3 Duration of Empanelment:**

**5.3.1** The Empanelment shall be done for the period of 02 Years and the same may be further extended based on the mutual consent of the SMFC LTD. and the Empaneled Legal Firm(s).

## **Form 5A: Technical Proposal Submission Form/Declaration**

[Location, Date] To:

General Manager (Operations & Projects)  
Sagarmala Finance Corporation Limited,  
1st Floor, Thapar House, Gate No. 2  
124, Janpath, New Delhi – 110001

**Subject: EOI for Empanelment of Law Firms For Undertaking Legal Vetting & Executing Various Legal Contracts/Documents For SMFC LTD..**

Dear Sir,

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

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

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

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

Further:

- (1) We acknowledge that SMFC LTD. 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 SMFC LTD./Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- (4) We acknowledge the right of SMFC LTD./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 EOI, including any Addendum/corrigendum issued by the Client;
  - (b) We do not have any conflict of interest in accordance with the terms of EOI
  - (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 EOI 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 certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.

(9) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this EOI.

(10) We further certify that no investigation by a regulatory authority is pending either against us or against or against our CEO or any of our Directors / Managers

(11) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Assignment.

(12) We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Assignment is not awarded to us or our proposal is not opened or rejected.

(13) We agree to keep this offer valid for one hundred eighty (180) days from the Proposal Due Date specified in the EOI.

(14) A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

(15) The Statement of Legal Capacity as per format provided, duly signed and stamped is enclosed.

(16) Bid Security and EOI processing fee as provided in the EOI has been paid by us and we are enclosing the proof of the such payment.

(17) 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 EOI. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

- (18) We have studied the EOI 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.
- (19) 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.
- (20) We agree and undertake to abide by all the terms and conditions of the EOI 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 5B: 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 SMFC LTD.:**

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

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

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

## **Form 5C: Format of Technical Capacity**

- Use the below format to exhibit Technical (Legal) Capacity

<b>S. No</b>	<b>Name of Firm</b>	<b>Year of incorporation</b>	<b>Primary Activity</b>
1			

Note: The certificate of Technical Capacity 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 been providing Consultancy Services for last 5 years(or more) in India .

Name of the Authorized Signatory

Designation:

Name of the Firm:-----

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

**Note:-**

**This form shall be submitted on the letter head of the Auditor/Statutory Auditor**

## **Form 5D: Format of Financial Capacity**

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

<b>S. No</b>	<b>Financial Year</b>	<b>Annual Turnover (in Rs. cr)</b>	<b>Turnover (in Rs. cr) From Consultancy Services</b>
1	2021-22		
2	2022-23		
3	2023-24		

Note: The certificate of 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 / earned revenue shown above against the respective years.

Name of the Authorized Signatory

Designation:

Name of the Firm:-----

(Signature of the Statutory Auditor Seal of the Firm)

**Note:-**

**This form shall be submitted on the letter head of the Statutory Auditor**

## **Form 5E: Statutory Auditors certificate for Industry Experience**

- Use the below format as proof for Industry Experience as per this EOI (to be supplemented with copy of work order/contract etc.)

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

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

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

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

Note:-

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

## **Form 5F: Statutory Auditors certificate for NBFC Experience: Empanelment**

- Use the below format as proof for NBFC Experience (To be supplemented with copy of empanelments)

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

S.N.	Name of Client	Type of Client (CPSE NBFC/DFI/Multilateral bank)	Start Date	End Date	Fee as per Work Order/Contract	Fee Received

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

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

Note:-

**a) This form shall be submitted on the letter head of the Auditor/Statutory Auditor,**

**b) Applicant should provide the details of only those projects which are completed and against which the full fees has been received.**

**Form 5G: Statutory Auditors certificate for Experience: Appraisal**

**Deleted**

## Form 5H: Format for Power of Attorney for Authorized representative

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

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

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

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

For ...

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## Form 5I: Evaluation of Technical Competency

S.N.	Position	Name	Education Qualification	Professional Experience (Years)	Name of Institution	Remarks
1						CV & EPF Challan to be attached
2						
.						
.						
100						

## **Form 5J: Evaluation of Financial Competency**

**Deleted**

## Form 5K: Curriculum Vitae (CV)

(with one page of summary of experience)

Limit each CV to 2 pages single-sided.

1	Proposed Position	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 year of passing		
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 ( <b>Legal Vetting</b> )	<p>[Among the assignments in which the Expert has been involved, indicate the Required Professional Experience (<b>Legal Vetting</b>)</p> <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 EOI</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location: Client:</p> <p>Relevant project features: [size in INR, details of eligible projects and services provided]</p>		

	Positions held: Activities performed:
--	--

**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 Bidder]

Name & Designation of Authorized Signatory

## **Form 5L: Undertaking for Blacklisting**

**Undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration of ineligibility for corrupt or fraudulent practices**

We do hereby undertake that we / any or any of our sister concerns have not been blacklisted and/or barred by any central/state government department/organization or public sector undertaking or any regulatory institution due to any criminal & Cyber offence/ fraudulent practices nor have been declared ineligible for corrupt or fraudulent practices.

Signature of Authorized Person \_\_\_\_\_

Name \_\_\_\_\_

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

Designation \_\_\_\_\_

Place: \_\_\_\_\_ Stamp \_\_\_\_\_

## 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 Finance Corporation 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 to the contrary contained herein, no obligation of the Bank to pay any amount under this guarantee shall arise prior to the fulfillment of the following conditions precedent:

- (a) Written claim/demand(s) in terms of this guarantee of an aggregate amount less than or equal to the guaranteed amounts is/are made by the beneficiary hereunder; and
- (b) Such written claim/demand(s) is/are delivered to the Bank on or before (claim expiry date) at the .....Bank Branch.

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.

## **APPENDIX II: INTEGRITY PACT**

**Between**

**Sagarmala Finance Corporation Ltd (SMFC LTD.) hereinafter referred to as "The Principal",**

**and**

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

### **Preamble**

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

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

### **Section 1 - Commitments of the Principal**

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

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

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

Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

#### **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD, SMFC LTD..
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub- contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD, SMFC LTD. and rescues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the MD, SMFC LTD. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD, SMFC LTD., a substantiated suspicion of an offence under relevant JPC/ PC Act, and the MD, SMFC LTD. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

- (1) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- (2) If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD of SMFC LTD..

#### **Section 10 - Other provisions**

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

**For & On behalf of the Principal**

(Office Seal)

Place -----•

Date -----

**Witness -1**

Name:

Address:

**For & On behalf of Bidder/ Contractor**

(Office Seal)

**Witness-2**

Name:

Address: