



**REQUEST FOR PROPOSAL
FOR**

**HIRING OF STRATEGY PROJECT MANAGEMENT
UNIT(PMU) AS A PART OF NSbM SECRETARIAT UNDER
NATIONAL SHIPBUILDING MISSION**

May'2026

**SAGARMALA FINANCE CORPORATION LIMITED
1stFloor, Thapar House, Gate No. 2
124,Janpath, New Delhi –110 001
Ph. No. 011-21400754,**



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RFP NOTICE CUM GENERAL INSTRUCTIONS

No: SMFCL/PMU-NSBM/RFP/2026/67,

Dt. 12.05.2026

(1.0) Sagarmala Finance Corporation Limited, New Delhi (hereinafter referred to as “the Corporation” or “SMFCL”) for Hiring Strategy Project Management Unit(PMU) as a part of NSbM Secretariat under National Shipbuilding Mission invites the bids from the eligible Consultants.

(2.0) The Details of Bid is as under:

Tender Document No.	No.: SMFCL/PMU-NSBM/RFP/2026/67, Dt. 12.05.2026
Name of work	Hiring Strategy Project Management Unit(PMU) as a part of NSbM Secretariat under National Shipbuilding Mission
Type of Bid	Open e-Tender, Two- Packet System
Estimated Cost	Rs. 3.89 Crores/- including GST 18%.
Contract Period	12 Months, further extendable to another 1 Year
Last Date & Time of submission of Online Tender	Upto 12.06.2026 by 11:00 AM(IST)
Mode of submission of tenders	e-tender https://sdcl.ewizard.in
Tender fee	Rs. 50,000+ GST through e-tender portal
Processing Fee	as per the tender portal, https://sdcl.ewizard.in
Bid Security/EMD	Rs. 5,00,000/- through e-tender portal
Date & Time of Opening of Technical Bid	12.06.2026 at 11:30 AM(IST)
Date & Time of Opening of Financial Tender	To be intimated Later
Validity of Offer	120 days from the date of opening of price bid
Contact Person	Mr. N S Panwar, Sr. Manager Projects, sm.projects@sdclindia.com , 8572897212, Ph. No: 011-21400754
Address	Sagarmala Finance Corporation Ltd. (SMFCL) 1st Floor, Thapar House, Gate No. 2



	124, Janpath, New Delhi – 110 001
Corrigendum	Corrigendum, if any, shall only be hosted on the e-tendering websites only.

- (3.0) The tender shall be submitted on e-tender mode at <https://sdcl.ewizard.in>. No other mode of tender shall be accepted and offer received through any other mode shall summarily be rejected.
- (4.0) Detailed Tender Notice/document is also available on SMFCL website www.sdclindia.com and CPP Portal.
- (5.0) **Performance Security:** the successful bidder shall be required to submit the Performance Security Bank Guarantee for 5% of the awarded cost of the Contract + GST.
- (6.0) **Only online e-tenders submitted on e-tender portal will be accepted.** No manual / postal / Email / Fax offers will be entertained / accepted.
- (7.0) All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.
- (8.0) **Financial bid – Bidders to submit the financial bids on the requisite section on e-tender portal. the financial bid should not be mentioned in technical bid and in case the financial offer is enclosed with the Technical bids, the offers shall be summarily rejected.**
- (9.0) Tender documents downloaded from e-tender portal/ CPP Portal/ SMFCL website, shall be submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderer and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.
- (10.0) **Compliance and Declarations**
- i. The bidder shall provide a declaration that it has read and understood all clauses of this RFP and agrees to abide by the same without conditions.
 - ii. The bidder shall also give a declaration that the Core- PMU team (1 Team Lead + 3 Consultants) proposed for this engagement are not involved in any other simultaneous shipping-shipbuilding consultancy engagement that may result in conflict in delivering this scope of work.
 - iii. The bidder shall disclose any conflict of interest as defined under the General Financial Rules (GFR 2017).
 - iv. The bidder shall provide a declaration confirming that there is no pending litigation or insolvency proceeding against it that may adversely affect its ability to undertake this assignment.
 - v. This contract shall be governed by the principles of transparency, fairness and accountability as laid down by the Central Vigilance Commission (CVC).
 - vi. The Bidder shall submit a signed Integrity Declaration confirming that it has not engaged in any corrupt or fraudulent practice and that the information submitted is true and correct. Any misrepresentation shall attract action under CVC guidelines.
 - vii. The Consultant shall be fully responsible and accountable for the technical accuracy, completeness, and reliability of all studies, analyses, reports, projections, designs and recommendations prepared under this Contract. The Government shall be entitled to rely upon such outputs for policy and decision-making purposes. The Consultant shall not include any disclaimer that dilutes its professional responsibility for the conclusions and recommendations made in its reports.
- (11.0) **Disqualification Conditions**



The proposal submitted by a bidder shall be liable for rejection under any of following circumstances:

- i. Non-submission of required documents or failure to meet any eligibility criterion specified above
- ii. Submission of incomplete, conditional or misleading information
- iii. Engagement in corrupt, fraudulent, coercive or collusive practices as defined in GFR Rule 175.
- iv. Participation through consortium, joint venture or sub-contracting arrangement in contravention of this RFP.
- v. Failure to furnish the Bid Security / Earnest Money Deposit (if applicable)/Integrity Pact or the Performance Bank Guarantee within the prescribed time.

(12.0) Code of Integrity

The bidder shall abide by the Government's Code of Integrity for Public Procurement and comply with all applicable rules, including those related to transparency, accountability, and non-discrimination. Any breach of this Code shall lead to termination of the Contract and initiation of debarment actions. Although consultants are engaged on a contractual basis and are not Government employees, for the purposes of the assignment they are expected to perform with the highest standards of professional diligence, accuracy, and integrity. The Consultant shall be fully responsible and accountable for the work, findings, outputs, and deliverables under this contract. All reports and documents prepared shall be the property of the Government, and any failure to meet the specified requirements, quality standards, or timelines may lead to contractual recourse including penalties, withholding of payment, or termination. The Consultant shall observe the highest standards of integrity and shall not indulge in corrupt, fraudulent, coercive or collusive practices as defined under Rule 175 of GFR 2017 and CVC guidelines. Any violation shall result in termination of contract, forfeiture of Performance Security and initiation of debarment proceedings.

(13.0) Grievances and its Redressal

The SMFCL shall act as the Grievance Redressal Organisation (GRO) for this engagement. All grievances shall be addressed in writing to the GRO.

(14.0) 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>

(15.0) 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.



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

(16.0) Designation and contact details of persons for this tender are:

**General Manager,
Operations & Projects
Sagarmala Finance Corporation Ltd. (SMFCL)
1stFloor, ThaparHouse, Gate No. 2
124, Janpath, New Delhi –110 001
Ph. No. 011-21400754,
Email Id: projects@sdclindia.com
Website: sdclindia.com**

SECTION – I



BACKGROUND AND OBJECTIVES

1.1 Background

The Government of India has approved the National Shipbuilding Mission (NSbM) as a key strategic initiative under the Maritime Amrit Kaal Vision 2047 to transform India into a globally competitive hub for shipbuilding, ship repair and ship recycling. The Mission seeks to increase India's shipbuilding capacity to 4.5 million gross tonnes (GT) per annum and position India among the top ten shipbuilding nations in the world.

To achieve this goal, the Union Cabinet has sanctioned a comprehensive package of Rs 69,725 crore based on a Four-Pillar Approach. This approach addresses the full spectrum of financial, industrial, technological and regulatory needs of the shipbuilding sector, and provides long-term visibility for investors, shipyards and ancillary industries. The four pillars are summarized below.

- i. **Shipbuilding Financial Assistance Scheme (SBFAS):** This pillar provides a total allocation of Rs 24,746 crore, including a Shipbreaking Credit Note component of Rs 4,001 crore, to reduce capital costs and incentivize domestic shipbuilding. The assistance scheme has been extended up to 31 March 2036 and aims to ensure sustained support to Indian shipyards in both commercial and defence segments.
- ii. **Maritime Development Fund (MDF):** A financial corpus of Rs 25,000 crore has been constituted, comprising a Maritime Investment Fund of Rs 20,000 crore and an Interest Incentivization Fund of Rs 5,000 crore. This fund is intended to provide long-tenure, low-interest financing to shipyards, port-led infrastructure and supply-chain enterprises through a blended finance mechanism involving Development Finance Institutions and private investment partners.
- iii. **Shipbuilding Development Scheme (SbDS):** An allocation of Rs 19,989 crore has been approved for augmenting capacity and capability of Indian shipyards through technology upgradation, infrastructure modernization and risk-coverage mechanisms. The scheme supports the establishment of Mega Shipbuilding Clusters, promotes green-shipbuilding practices, and envisages creation of an India Ship Technology Centre linked with the Indian Maritime University for research and manpower development.
- iv. **Legal, Policy and Process Reforms:** This pillar focuses on domestic vessel demand aggregation, harmonization of domestic regulatory frameworks with global standards such as the International Maritime Organization (IMO) conventions, rationalization of procedures and fiscal measures, and introduction of digital & institutional mechanisms for transparent efficient execution of policy framework.

The National Shipbuilding Mission represents a unified programme combining financial, institutional and policy reforms. Effective implementation of this Mission requires continuous coordination among multiple stakeholders including MoPSW, Directorate General of Shipping, State Maritime Boards, Public Sector Undertakings, private shipyards, financial institutions and supply-chain enterprises.



In view of the complexity and scale of the Mission, Sagarmala Finance Corporation Limited (SMFCL) proposes to establish a Strategy Project Management Unit (PMU) as a part of NSBM Secretariat for assisting National Shipbuilding Mission towards effective Implementation of India's Shipbuilding 4-Pillar Strategy especially Pillar 3: Shipbuilding Development Scheme and Pillar 4: Vessel Demand Aggregation

SECTION II

SCOPE OF WORK& KEY DELIVERABLES (TOR)



The Strategy PMU will act as a part of NSBM secretariat to support NSbM implementation across following Key objectives of India's Shipbuilding 4-Pillar Strategy, with all deliverables targeted within 12 months:

A. Greenfield clusters : Deliverables (within 12 months)

1. Cluster strategy, site identification and location finalisation

- Preparation of National **Greenfield Shipbuilding Cluster readiness framework** covering at least 7–8 potential sites proposed by coastal States, evaluated using a multi-criteria framework (site feasibility, state support, project preparedness, industry interest, order pipeline, etc.). Assisting NSBM in supporting and aligning the concerned States/SPVs to complete **Techno Economic Feasibility Reports (TEFRs), DPRs** for shortlisted locations, and consolidation of findings into a **Site Ranking & Justification Note**.

2. SPV structuring and investment pipeline (anchor and medium yards)

- Formulation, monitoring and **expeditious grounding** of various shipbuilding MoUs by global players during India Maritime Week 2025 and during Samudra Se Samriddhi (Sept 2025, Gujarat), through coordination with shipbuilding parties and DG Shipping.
- Assisting NSBM in securing at least 1 firm anchor shipyard commitment (binding MoU/term sheet) in each of the 2 priority clusters;
- Assisting NSBM in securing at least 2 additional medium yard or co-locating shipyard commitments across the clusters, with indicative capex, capacity and product focus.
- Assisting NSBM in supporting the formed SPVs between States/State Entities and Major Ports/Central Entities, in expediting the **EoI/RfP processes to identify anchor and co-locating yards**, aligning the necessary eligibility criteria (e.g., minimum experience, capacity trajectory of 0.5 million GT for anchor yard over 5 years, evaluation matrices, bid documents, etc.) with National Shipbuilding Goals.

3. DPR linked cluster blueprints and scheme documentation

- Aligning the cluster-level DPRs prepared by SPVsof respective Greenfield clusters, with the DPR format and content requirements stipulated in guidelines. Further, Assisting NSBM in supporting the States/State Entities and Major Ports/Central Entities in expediting the structuring of **cluster SPVs and** aligning the necessary documents (e.g., draft MoUs and term sheets defining roles of State, Central agency and shipyard partner, land contribution and common infrastructure responsibilities, etc.) with National Shipbuilding Goals.
- Preparation of **Greenfield Cluster Development Blue print** for overall monitoring of Clusters with status updates for each of the clusters consisting of:-
 - Eligible common infrastructure being supported under SbDS (only Schedule I items such as breakwaters, channels/basins, reclamation and grading, internal infra/utilities, regional capability centers, and common maritime assets); and
 - Yard specific facilities to be funded solely by the shipyard partner(s).



4. Approvals and scheme-operationalisation support

- Development of a **model SPV and concession/lease framework** for Greenfield clusters, consistent with the guidelines (long-term yard leases, ring-fencing of lease revenues for O&M of common infra, minimum tenure norms, permitted uses, and alignment with SbDS capital-support rules). Also supporting the SPVs to expedite application for each of the clusters for submission to DGS/NSbM, and aligning these with the guidelines. (e.g., TEFR+DPR, land and title documents, ESIA/CRZ status, SPV documents, financial model, draft concession/lease structure, risk matrix, etc.)
- Drafting of **notes, presentations and working papers** required for perusal of MoPSW& NSbM's Inter Ministerial Governing Board (IMGB) during various stages till final project approval, of Greenfield Shipbuilding Clusters.
- Note---The Scope w.r.t. to supporting SPVs and shipyards is limited to handholding of SPVs and shipyards in conveying clarity so that the applications submitted by the shipyards is in line with the scheme guidelines.

5. Coordination, stakeholder management and readiness for implementation

- Development and implementation of **Stakeholder Coordination and Engagement Plan** covering State Governments, SPVs, DGS, NSbM Secretariat, line Ministries for external connectivity, anchor and medium shipyards, and ancillary/financial stakeholders; along with documentation of at least 5-6 structured workshops/road shows aligned with scheme phases (e.g., site identification, SPV formation, investor on boarding, DPR finalisation, etc.):
 - Compliance with Greenfield eligibility conditions (SPV structure, land in place, anchor yard profile, statutory clearances progress, funding mix);
 - Status against the project preparedness and industry interest criteria framework; and
 - A 5year high level ramp up path for capacity (GT/annum), indicative product mix, ancillary development and employment, consistent with the capacity creation objectives under SbDS and MAKV 2047.

B. Brownfield shipyard expansions

Brownfield pipeline and prioritization

- Preparation of a **National Brownfield Expansion Blueprint** with clear details of expansion projects, other Shipyards details as per SbDS eligibility (registered, minimum 3 years' operation in last 20 years, including subsidiaries/JVs with $\geq 50\%$ equity, yards expanding in-yard, adjacent or at distant locations, including those inside Greenfield clusters, etc.) along with **mapping proposed Shipyard investments** to eligible immovable assets (channel/basin, docks, slipways, ship lifts, jetties, cranes, modular fabrication facilities, etc.), and to the overall SbDS brownfield outlay.



- Preparation of a **Brownfield Capacity Enhancement Impact Note** with status updates, consolidating all approved/advanced projects, quantifying:
 - Incremental GT capacity, product-mix shifts and repair capability;
 - Expected improvements in productivity, energy efficiency and environmental performance; and
 - Indicative contribution to the national trajectory towards ~4.5 million GT shipbuilding capacity and export competitiveness under NSbM/MIV/MAKV.
- Assessing **India's existing Shipyards competitiveness**, including current order books, export/domestic orders, commercial/defense orders, capacities/utilization, delivery performance, buyer feedback, etc. And assisting NSBM in **handholding of the shipyards** through the SbDS workflow up to NSbM in-principle approval/sanction, including application on the online portal (TEFR, DPR, statutory clearances, Board approvals, affidavits, financials, site-inspection inputs, etc.).

C. Credit risk covers under Pillar 3 / SbDS

Deliverables:

1. Assisting NSBM in formulation of Product design and scheme documents in coordination with NIA/ECGC.
2. Assisting NSBM in formulation of Institutional and implementation framework in coordination with NIA/ECGC:
 - Review and Finalisation of Preparation and facilitation of Signed MoUs / agreed frameworks with NIA, ECGC describing roles, fund-flow, reporting, and claim settlement workflows.
 - Preparing Standard operating procedures (SOPs) and IT/reporting formats for risk-cover applications, underwriting, and NSbM oversight.
3. Assisting NSBM and SMFCL in expediting the Market roll-out and uptake of Credit Risk Covers through NIA & ECGC:
 - Review and Finalisation of Market education material for shipyards and banks (presentations, FAQs, model risk-cover usage cases linked to SBFAS orders and SbDS capacity additions).
 - Facilitation and documentation of successful risk-cover sales/issuances to at least 5 shipyards (domestic or export projects), with a brief case-study note for each.

D. Tenders and award of ~70 vessels

Deliverables:

1. Assisting MoPSW, NSBM and SCI in expediting the Vessel Acquisition plan operationalisation:
 - Consolidated 1-year vessel acquisition plan tracking: SCI–Oil & Gas PSU JV (~30 vessels), SCI standalone (~16), DCI (4 dredgers), Green Tugs (12).



- Alignment of bid documents (EoI/RfP/RfQ) and evaluation frameworks that promote domestic build, SBFAS domestic content thresholds, , integration with risk covers/cluster strategy where feasible, etc.
- 2. Review and Finalisation of Joint Venture Companies (JVCs) for the strategic procurement, operations, and maintenance of 100+ vessels across key categories:
 - a) Oil & Liquid Tankers (Crude, Product, etc.), Gas Carriers, Platform Support Vessels through JVCs between **SCI and Oil & Gas CPSEs**
 - b) Bulk Cargo Vessels through JVCs between **SCI and Steel CPSEs**
 - c) Container Vessels through JVC (BCSL) between **SCI, Major Ports, and CONCOR**
 - d) Tug and Harbour Crafts through JVC between **SCI and Major Ports**
- 3. Vessel acquisition progress tracking and bottleneck resolution.
- 4. Developing and maintaining a digital Monthly “Ship Acquisition Dashboard” tracking tendering status, bid receipt, evaluation, award, and scheduled delivery for the vessels

E. Component manufacturing and ancillaries

Deliverables:

1. Policy framework and incentives
 - Preparing a Comprehensive “Scheme for Domestic Manufacturing of Shipbuilding Components” aligned to the import-dependence and value-chain gaps (ancillary industries such as engines, pumps, electronics, valves, piping, equipment, etc.) with required policy incentives (fiscal and non-fiscal) for ancillaries within and outside clusters, leveraging learnings from China/Korea/Japan/Turkey/Vietnam case studies. The ancillary industries targeted may also include container manufacturing, which could be strategically developed within shipbuilding clusters to ensure integrated value-chain development and reduce import dependence.
2. Anchor ancillaries pipeline
 - Carrying out outreach to players and preparing detailed pipeline of at least 15–20 potential ancillary investments, screened and prioritised into a shortlist of 5–10 high-probability projects mapped to specific clusters/regions.
 - Supporting and aligning the Investment proposals from Ancillary players to secure government approvals, for at least 5–10 ancillary players.

F. Global outreach and order development

Deliverables:

1. Global outreach strategy
 - Formulating and implementing the Global “India Shipbuilding Promotion Strategy” targeting key owner segments and regions, aligned with National Shipbuilding goals, preparing a prioritised target list of at least 100 global shipowners/charterers with tailored value propositions based on segment and vessel type.
2. Campaigns and events



- Planning and execution of at least 3 significant international outreach events/roadshows (e.g., alongside Nor-Shipping/Singapore Maritime Week/Posidonia/Marintec-type events or dedicated India Maritime forums) under NSbM/MoPSW branding.
 - Preparation of Standard marketing collaterals (sector brochure, yard capability compendium, incentive summary, cluster pitch books) suitable for use by Missions/Posts and Invest India.)
3. Lead generation and conversion support
- Assisting NSBM and Indian Shipyards in preparation of firm order pipeline of at least 50-100 export/domestic orders for Indian shipyards, documented with next steps, responsible parties and timelines.

G. ISTC and capability development

Deliverables:

1. ISTC operating model and governance
 - Preparation and alignment of a Detailed ISTC Operational Blueprint consistent with the ₹ 305 crore ISTC outlay, including its relationship with regional centers and NSbM, in consultation with ISTC.
 - Assisting NSBM and ISTC in preparation and alignment of the Governance charter and organogram, transitioning into Section VIII company, specifying decision rights, academic-industry interfaces, and NSbM reporting.
2. R&D and industry partnerships
 - Assisting NSBM and ISTC in approval facilitation for at least 3–5 priority industry specific niche R&D projects (e.g., green propulsion, modularisation, digital design) to be taken up as ISTC's first tranche of work.
 - At least 2 industry partnership MoUs between ISTC and leading shipyards for training, internships, joint R&D and absorption pathways.
3. Skilling pipeline and curriculum
 - A national mapping and on boarding plan for ITIs/Polytechnics, with documentation showing at least 2 ITIs per participating coastal state formally on boarded under ISTC's umbrella.
 - Ensuring adoption of standardized training templates and curricula across all shipbuilding training institutions.
4. Infrastructure and digital backbone
 - Phased plan and procurement roadmap for ISTC's software and hardware stack.
 - Design of ISTC's data and knowledge-management architecture, including integration with NSbM databases and shipyard productivity data.

H. SBFAS and Ship breaking Credit Note Monitoring



- Maintaining a ready recknor position/ dashboard regarding progress of various applications/orders taken up under SBFAS & Ship breaking credit note . Assist NSBM and Implementing Agency (IA) in detailed tracking of SBFAS applications, ensuring swift screening, approval, and fund disbursal to maximize budget utilization (INR outlay targets), shipbuilding output, and domestic content compliance per guidelines.
- Synthesize DGS's Shipbuilding portal for monitoring and strategic decision-making by MoPSW leadership.
- Coordinate with applicant Shipyards to perform bottleneck analyses, and assist them for adhering to delivery schedules for 100% budget uptake.
- Support NSBM/IA in monitoring the Ship breaking Credit Note issuance/redemption/transfer.

I. Cross-cutting program management and NSbM support

Deliverables:

1. Integrated implementation plan and Project Monitoring Office (PMO)
 - 12-month integrated NSbM implementation plan for SBFAS and SbDS, aligned to the implementation schedule appendices and Cabinet approvals, with quarterly targets across all objectives.
 - Fully functional Strategy PMU set-up with clear RACI, reporting templates, issue/risk logs, and coordination protocols with NSbM, MoPSW, IMU, PSUs and State Governments.



SECTION III

DELIVERABLES AND PAYMENT SCHEDULE

The Consultant shall deliver all reports and outputs in accordance with the scope of work defined under Section 2. All deliverables shall be submitted both in editable soft copy and in hard copy accompanied by an executive summary and a presentation.

Each deliverable shall be reviewed and accepted by SMFCL under Ministry of Ports, Shipping and Waterways (MoPSW) or SMFCL's nominated committee. Payments shall be released only after written acceptance of the deliverables by SMFCL.

3.1 Deliverables and Timeline Summary

S No.	Deliverable	Broad Deliverable Description	Timeline	Payment
Strategic Blueprint and PMU Setup (04 months)				
1	Inception Report and Work Plan	Detailed methodology, 12-month integrated implementation plan across 10 objectives (A-I), stakeholder map (States, SPVs, shipyards, MoPSW, NSbM), RACI matrix, and week-wise schedule.	To + 2 weeks	10%
2	Governance Framework and Coordination Protocols	NSbM governance charter, coordination SOPs with MoPSW/NSbM/DGS/IMU/SMFCL/ NIA/ECGC, digital MIS/dashboard prototypes (SBFAS/SbDS tracking), and initial stakeholder engagement plan.	To + 2 months	
3	Brownfield Pipeline Reports	National Brownfield Expansion Blueprint (eligibility mapping, prioritisation for top expansions).	To + 3 months	10%
4	Greenfield Pipeline Reports	Cluster strategy/site ranking for 7-8 greenfield sites (TEFR/DPR	To + 4 months	10%



S No.	Deliverable	Broad Deliverable Description	Timeline	Payment
		consolidation);		
5	Monthly PMU Progress Reports (M1 to M8)	Programme status across 10 objectives (A-I): KPIs on pipelines (clusters, investments, orders, ancillaries), fund utilization, bottlenecks, workshops/roadshows, digital dashboards (ship acquisition, SBFAS/SbDS), quarterly targets vs. achievements. Each with quantitative KPIs (GT capacity, applications, disbursals) and qualitative insights.	To + 5 to 12 months (all figures in weeks)	8 × 5% each = 40%
Final Phase and Handover (Months 9-12)				
6	Core Scheme Outputs Compendium	Consolidated deliverables: Greenfield blueprints/SPV frameworks/DPR alignments (A); Risk covers product notes/SOPs/MoUs (D); Vessel acquisition dashboard/bid docs (E); Ancillaries pipeline (F); Global outreach strategy/collaterals/order pipeline (G); ISTC blueprint/curricula (H); SBFAS/Shipbreaking portal/monitoring (I)	To + 10 months	10%
7	Approvals and Implementation Readiness Report	Approvals support notes (greenfield/brownfield/ISTC); Brownfield Impact Note; 5+ risk cover case studies; 70-vessel tracking; 5-10 ancillary approvals; compliance/status frameworks.	To + 11 months	10%
8	Final Handover and Knowledge-Transfer Report	Full PMU consolidation: lessons learnt, transition plan to NSbM/MoPSW, 5-year ramp-up paths (capacity, employment, exports).	To + 12 months	10%
Total Contract Value				100%



3.2 Team Composition & Deployment

- i. **Team Composition:** The team should necessarily comprise of the following members.
 - a. 01 Shipbuilding sector/Shipyard (Shipbuilding, Ship Repair,) Expert (SME) [need not be on bidder pay roll]
 - b. 01 Shipping (Vessel Structuring, Tendering/Procurement,) Expert (SME) [need not be on bidder pay roll]
 - c. 01 Public Sector Expert (SME) [need to be on bidder pay roll]
 - d. 01 Project Team Leader with 03 consultants – Core PMU team[need to be on bidder pay roll]
- ii. **Deployment Requirements:** SMEs shall be deployed on a need-based, part-time basis as determined by the bidder, aligned with assignment milestones and scope (e.g., cluster support, approvals, outreach). Full-time deployment is mandatory for core PMU team as follows:

Phase	Deployment Details	Duration
Full Duration (12 months)	1 Project Team Leader + 3 Consultants (full-time, on-site/hybrid at SMFCL/MoPSW as required) for integrated PMU management, monitoring, reporting, and cross-cutting support (objectives A-I).	T ₀ to T ₀ + 12 months
Post-Assignment Extension (Optional)	Continuation of the 3 full-time Consultants (from 12-month team) for sustained monitoring/implementation support, subject to SMFCL approval based on performance. Maximum 12 months in 6-month tranches.	T ₀ + 12 to T ₀ + 24 months

- The full-time deployed consultants shall normally attend the office as per their deployment, at SMFCL/MoPSW, and follow the working Calendars of the organization where they are deployed.
- Bidder to provide replacement within 2 weeks for any attrition, maintaining expertise parity.
- The Consultant shall ensure that the Part-time experts are appropriately utilised/deployed as per the requirement of the deliverables. Also, the part time Experts shall attend the meetings/presentations/conferences as per the advice of SMFCL/MoPSW.
- Deployed team should have sufficient required experience in the Maritime sector and be able to meet technical requirements (like clear understanding of TEFR/DPR or RFP/Rfq technical terms).
- The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency, and in accordance with generally accepted professional standards and recognized best practices. The Consultant shall be fully responsible and accountable for the accuracy, quality, completeness, reliability and appropriateness of studies, analysis, reports, recommendations, and other deliverables prepared and submitted under this contract.
- The Consultant shall perform the Services in accordance with the Scope of Work and Terms of Reference defined in this document, and shall be responsible for ensuring that all deliverables conform to the standards and timelines specified herein.
- The Consultant shall submit interim and final reports as specified in this document. All deliverables shall be the property of the Government of India.



- PMU shall report to the Mission Director of NSBM, operate under official oversight, not independently coordinate with States/CPSEs without authorization, and not represent the Government in negotiations.

3.3 Acceptance of Deliverables

- i. Each deliverable shall be reviewed by SMFCL or an authorized Acceptance Committee under SMFCL within fifteen (15) working days of submission.
- ii. Comments or modifications suggested by the Committee shall be incorporated by the Consultant within seven (7) working days.
- iii. A deliverable shall be deemed accepted only upon confirmation by SMFCL that it meets the specified requirements and quality standards.
- iv. Payments shall be released only after acceptance of the deliverable and submission of a valid invoice accompanied by the approval letter

3.4 Payment Terms

- i. All payments shall be made in Indian Rupees (INR) through electronic transfer within forty-five (45) days of acceptance and submission of invoice whichever is later.
- ii. No advance payment shall be made.
- iii. Statutory taxes including Goods and Services Tax (GST) shall be payable as per prevailing Government of India rules.
- iv. The total payment shall not exceed the contract value stated in the Letter of Award.
- v. The final payment shall be released only after approval of the Final Handover and Knowledge-Transfer Report.

3.5 Extension and Pro-Rata Payment for Additional Duration

The SMFCL/ MoPSW may, extend the engagement of consultants, as mentioned in Para 3.2 (ii) (i.e. excluding SMEs & Project Team Lead), in tranches of six (6) months each, up to a maximum total duration of twelve (12) months, on mutually agreed terms and based on satisfactory performance of the Consultant.

If SMFCL/MoPSW extends the engagement beyond the base duration, payments for extended period shall be made as per the amount quoted by the bidder in the requisite section of Financial Offer.

3.6 Stationing & Reimbursement for Travel

- 3.6.1 Consultant team would be stationed at the premises of SMFCL/ MoPSW and would follow the calendar of the SMFCL/ MoPSW.
- 3.6.2 Any traveling and associated boarding / lodging cost as required during the assignment would be reimbursed on actuals supported by authentic copy of bills/vouchers.
- 3.6.3 The eligibility for such reimbursement shall be as per the eligibility of Group B officers in Govt of India



SECTION IV

ELIGIBILITY AND TECHNICAL EVALUATION CRITERIA

4.1 Method of Selection

- i. First the responsiveness of the bids shall be checked as per Para 4.2.
- ii. Thereafter, the eligibility of only Responsive bidders shall be checked as per Eligibility Criteria, Para 4.3.
- iii. Among the Eligible consultants, the selection of the Consultant shall be undertaken through the Quality and Cost Based Selection (QCBS) method in accordance with the applicable procurement guidelines of the Government of India.
- iv. The proposals of eligible consultants shall be evaluated in two stages: Technical Evaluation and Financial Evaluation.
 - o The overall weight age for Technical and Financial Proposals shall be 80:20 respectively
 - o Only those bidders who secure a minimum qualifying score of 75 marks out of 100 in the Technical Evaluation shall be considered for opening of their Financial Proposals.

4.2 Responsiveness of Bids:

4.2.1 The responsiveness of bids shall be checked by:

- i. Submission of Tender Processing Fee,
- ii. Submission of EMD/bid Security and
- iii. Submission of Pre-Contract Integrity Pact.

Bidders are required to submit all above, in case the bidder has failed to submit any of the above, the **bid shall be declared non-responsive and shall not be evaluated further.**

4.3 Eligibility Criteria

4.3.1 General Eligibility

- i. The bidder must be a legally registered Indian Company under the Companies Act, 2013 (or any previous applicable Act)/ LLP act of 2008 and must have been in continuous operation in India for at least five (5) years preceding the date of publication of this RFP.[supporting document like incorporation certificate to be submitted]
- ii. The bidder must not be debarred or blacklisted by any Government Ministry, Department, statutory authority, or public sector undertaking of the Government of India or any State Government as on the date of submission of the proposal.[undertaking in this regard to be submitted]
- iii. Only single-entity participation is permitted. Consortiums, joint ventures, or sub-contracting arrangements are not allowed.

4.3.2 Experience Criteria

- i. The bidder or its global parent or sister companies or its wholly owned subsidiaries in India/globally must have successfully completed at least one (1) relevant consulting assignments in India or abroad during the last seven (7) years preceding the due date of submission of the proposal.



- ii. Each eligible assignment shall have a professional fee value of not less than INR 5 crore or USD 1 million, whichever is applicable, and shall relate to shipbuilding strategy and implementation, programme management, policy advisory, industrial development, maritime strategy, infrastructure planning, or other large-scale national level public-sector consulting engagements of comparable scope.
- iii. Assignments limited solely to tax advisory, audit, legal compliance, risk assessment or IT implementation shall not be considered relevant for this criterion.
- iv. The bidder shall furnish documentary evidence such as work orders, completion certificates, or client certifications specifying the contract value, scope of work and period of engagement. In the absence of such evidence, the assignment shall not be considered for evaluation. In case the project to be submitted against eligibility/evaluation criteria is confidential and / or the client name / client certificate cannot be provided, then a self- certification by MD of the firm / chartered account can be provided.
- v. Ongoing projects will be considered only if at least 80 percent of deliverables have been completed or 60 percent of professional fees have been received, supported by a client certificate.

4.3.3 Financial Capacity

- i. The bidder shall have an average annual turnover of not less than INR 100 crore from consulting services during the last three financial years, namely 2022-23, 2023-24 and 2024-25.
- ii. For the purpose of this criterion, turnover shall include revenues from management consulting, programme management, strategy advisory and related professional services, but shall exclude revenues from audit, legal, tax, compliance, risk assessment and information-technology implementation.
- iii. The bidder shall submit audited financial statements or a certificate from a statutory auditor / chartered accountant clearly stating the turnover from consulting services for each of the three years.

4.4 Evaluation Process

4.4.1 Technical Evaluation (Maximum 100 Marks)

The Technical evaluation of the Eligible bidders shall be done as under:

S. No.	Evaluation Parameter	Sub-criteria	Maximum Marks	Total Marks
1	Adequacy for Assignment (Presentation)	i. Understanding of the context and objectives of assignment	10	35
		ii. Adequacy of proposed approach and methodology	10	
		iii. Work plan with respect to proposed scope	05	
		iv. Quality of interaction of team members and responses to Committee queries	10	
2	Resources	i. 01 Shipbuilding sector/Shipyard (Shipbuilding, Ship Repair) Expert (SME) [Need not be on Bidder's payroll] <ul style="list-style-type: none"> o Minimum 15 years of experience in consulting o Minimum 5 consulting projects in Shipbuilding sector/Shipyard (Shipbuilding, Ship Repair) 	10	35



		<p>OR</p> <ul style="list-style-type: none"> ○ Minimum 5 years of experience in a senior leadership position (such as CEO, Managing Director, or Full-Time Director/Equivalent) cumulatively across one or more leading domestic or international reputed Shipbuilding/Shipyard firms (with demonstrable involvement in strategic operations, project execution, or business development in shipbuilding, ship repair areas). 		
		<p>ii. 01 Shipping (Vessel Operations, Purchase Structuring, Tendering/Procurement,) Expert (SME) [Need not be on Bidder's payroll]</p> <ul style="list-style-type: none"> ○ Minimum 10 years of experience in consulting ○ Minimum 5 consulting projects Shipping (Vessel Operations, Purchase Structuring, Maintenance, Project Management, Tendering/Procurement, Transactions, Chartering, Broking) <p>OR</p> <ul style="list-style-type: none"> ○ Minimum 5 years of experience in a senior leadership position (such as CEO, Managing Director, or Full-Time Director/Equivalent) cumulatively across one or more leading domestic or international reputed Shipping firms (with demonstrable involvement in strategic operations, vessel management, procurement, or related commercial/operational areas in the shipping sector). 	05	
		<p>iii. 01 Public Sector expert (SME) (Must be on Bidder's payroll)</p> <ul style="list-style-type: none"> ○ Minimum 10 years of experience consulting ○ Minimum 5 consulting projects in public sector (Central/State Govts,) ○ Minimum 3 consulting projects with National Govt. in implementation of large flagship capex/subsidy schemes/programmes 	05	
		<p>iv. 01 Project Lead (Must be on Bidder's payroll)</p> <ul style="list-style-type: none"> ○ Minimum 5 years of experience ○ Minimum 5 strategy consulting projects ○ B.Tech/B.E& MBA/Masters from 	06	



		premier institution		
		v. 03 Consultants (Must be on Bidder's payroll) <ul style="list-style-type: none"> o Minimum 3 years of experience o Minimum 3 strategy consulting projects o B.Tech/B.E& MBA/Masters from premier institution 	03 each X 3 = 9	
3	Past Experience of the Bidder	Bidder's(or its global parents' or sister companies) Experience in Shipbuilding (Shipbuilding, Ship Repair, Ship Recycling, Shipbuilding Skilling, Training, R&D) And Shipping (Vessel Structuring, Tendering/Procurement, Transactions, Chartering, Broking, etc.) Expert (SME) sector Relevant consulting projects delivered by the bidder or its global parent or sister companies or its wholly owned subsidiaries, in India/globally in the last 10 years in the following sectors Shipbuilding (Shipbuilding, Ship Repair, Ship Recycling, Shipbuilding Skilling, Training, R&D) "AND/Or" Shipping (Vessel Structuring, Tendering/Procurement, Transactions, Chartering, Broking, etc.) Scoring: <1 Projects : 0 Marks 1-2 Projects: 5 Marks 3-4 Projects : 15 Marks >=5 Projects : 25 Marks	25	25
4	Case study	Bidder shall submit a case study from the evaluation criteria no.3 with maximum 20 pages. The case study shall be evaluated for the relevance of this work, sectors addressed, and involvement in Shipbuilding (Shipbuilding & Ship Repair) And Shipping (Vessel Structuring, Transactions, Chartering, Broking, etc.) related areas.	05	05
Total Marks				100

Minimum Technical Qualification: 75 marks out of 100.

Notes:

- i. **Relevant project for the purpose** of this RFP is defined as consulting engagements for policy clarification, credit and risk management, devising and implementing long-term roadmap, policies, project structuring, PPP, program management, operations improvement for companies/government entities, excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation in Relevant industry



- ii. **Relevant industry sectors** for this Project are Shipbuilding (Shipbuilding, Ship Repair, Ship Recycling, Shipbuilding Skilling, Training, R&D) and Shipping (Vessel Structuring, Tendering/Procurement, Transactions, Chartering, Broking, etc.)
- iii. **The projects cited for this RFP** (for bidder experience as well as CV of resources) shall be of significant importance to respective contracting authorities and have minimum contract value of Rs 5Cr for project delivered in India and \$1 Mn for global projects.
- iv. The evaluation shall be done based on the **Presentation for the S.No.1**. The date and time of Presentation shall be communicated only to the eligible bidders through e-mails.
- v. **For S.No.2 - 4**, the evaluation shall be done based on the supporting documents submitted by the bidder along with the Technical Bid.
- vi. Bidders failing to obtain the minimum qualifying score shall be rejected at the technical evaluation stage, and their financial bids shall not be opened.
- vii. SMFCL reserves the right to seek additional clarifications, supporting documents or presentations from bidders during evaluation, without changing the substance of the proposal.

4.4.2 Financial Evaluation

- i. Only bidders securing at least 75 marks in the Technical Evaluation shall be eligible for the Financial Evaluation.
- ii. The Financial Proposals shall be opened in the presence of representatives of technically qualified bidders at the date and time notified by SMFCL.
- iii. The bidder quoting the lowest evaluated financial price (L_1) shall be assigned a Financial Score (Fs) of 100
- iv. The Financial Scores of other bidders shall be computed using the following formula:

$$Fs = (L_1 / F) \times 100$$

where,

Fs = Financial Score of the bidder

L_1 = Lowest evaluated financial price

F = Price quoted by the respective bidder

4.5 Combined Evaluation (QCBS 80:20)

- i. The final composite score (S) for each bidder shall be computed as follows:

$$S = (0.8 \times Ts) + (0.2 \times Fs)$$

Where,

T_s = Technical Score of the bidder = $T_s = (T / T_h) \times 100$; T_h = Highest technical score achieved by any bidder, T = Technical score achieved by the particular bidder

Fs = Financial Score of the bidder

4.6 Special Note of Financial Bid:

For the purpose of Financial bid evaluation, Price quoted for the original Contract duration, i.e., S.No.3 of the Financial bid, shall only be considered.

The Price quoted for the purpose of payment during the extended period shall not be considered for the evaluation of the offer, i.e. calculation of Financial Score. In case the H1 bidder has not quoted the lowest Price for this extended period, the H1 bidder shall have to mandatorily match the lowest quote among all the bidders for the same.



4.7 Award or Work

- 4.7.1 The bidder obtaining the highest composite score (H1) shall be ranked first and recommended for award of contract.
- 4.7.2 In the event of a tie in composite scores, the bidder with the higher Technical Score shall be ranked higher.
- 4.7.3 If the Technical Scores are also identical, preference shall be given to the bidder having greater number of relevant Shipping & shipbuilding projects of value exceeding INR 5crore each.



SECTION V

INSTRUCTIONS AND GENERAL TERMS & CONDITIONS

5.1 Commencement, completion, modification and termination of contract

- 5.1.1 Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both Parties or such other date as may be stated in the Letter of Award.
- 5.1.2 Commencement of Services:** The Consultants shall commence the Services from the 15th (fifteenth) day from the date of issuance of Letter of Award or as directed by the client.
- 5.1.3 Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Letter of Award.
- 5.1.4 Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

5.2 Force Majeure

Definition: For the purposes of this Contract, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

- 5.2.1 No Breach of Contract:** The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
- (a) has taken all precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - (b) has informed the other party as soon as possible about the occurrence of such an event.
 - (c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - (d) the manner in which the Force Majeure event(s) affects the Party’s obligation(s) under the Contract.
- 5.2.2** The Parties agree that neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.
- 5.2.3 Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

5.3 Termination of Contract

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



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

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

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

5.3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 8.13.2 and (v) any right which a Party may have under the Applicable Law.

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

5.3.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultant:

- (a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;



- (b) If the Contract is terminated pursuant to Clause 5.3.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider making payment for the part satisfactorily performed based on the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may forfeit the performance security provided by the Consultant and also impose liquidated damages as per the provisions of the relevant clauses of this Contract. The Consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- (c) If the contract is terminated pursuant to Clause 5.3.2 (a), the Client will release the performance security after deducting any amount due to SMFCL.

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

5.4 Obligations of the Consultants

- 5.4.1 **General:** The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with or third parties.
- 5.4.2 The bidder shall avoid conflicts of interest in the discharge of his duties. The Consultant shall disclose, in writing, to the SMFCL all actual and potential conflicts that exist, arise, or may arise, and provide input for how such conflicts should be resolved. Failure to disclose shall constitute a breach under CVC guidelines. While consultants are engaged in a supporting capacity, they are expected to adhere to the highest standards of professional integrity and accountability. In accordance with CVC guidelines and GFR 2017, the Consultant shall be fully responsible for the correctness, defensibility and professional soundness of its work. Engagement of a Consultant does not imply dilution of accountability for the outputs generated

5.5 Conflict of interest

- 5.5.1 Any breach of an obligation under Clause 5.4 shall constitute a conflict of interest ("**Conflict of Interest**"). The Consultant shall comply with the provisions of Clause 5.4 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
- 5.5.2 **Consultants Not to Benefit from Commissions, Discounts, etc.:** The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Key Personnel similarly shall not receive any such additional remuneration.
- 5.5.3 **Consultants and Affiliates Not to Engage in Certain Activities:** The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods,



works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.

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

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

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

5.7 Subcontracting is not allowed in this Assignment

5.8 Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR and within the periods set forth in this contract.

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

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

5.11 All the insurance cover that are relevant in such studies shall be taken by the Consultant at its own cost.

5.12 Description of Personnel

5.12.1 Description of Personnel

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

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

5.12.2 Removal and / or Replacement of Personnel

- (a) The Client does not encourage replacement of the Consultant by the Applicant unless it has been explicitly asked for by Client.



- (b) If, however, due to some pressing needs, the firm proposes a replacement of Consultant during the assignment, the proposed Consultant shall have similar/ better profile as compared to the Consultant being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise of the consultant being replaced.
- (c) If a Consultant is being replaced, either by the Firm or on instructions of Client, the replacement of Consultant will have to be onboarded within 02 weeks with the consent of the Client.
- (d) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with similar/ better qualifications and experience acceptable to the Client.
- (e) Non-performing team members shall be replaced within 02 weeks of receiving notice from the Client.
- (f) For any of the Personnel provided as a replacement under Clauses 5.12.2 above, the rate of the contract along with other terms and conditions will remain the same.

5.13 Obligations of the client

The Client will assist in providing available inputs/documents/data if any for executing this assignment. However, for avoidance of doubt, it is hereby clarified that under no circumstances it will not dilute the obligation of the Consultant with respect to the Assignment. The Consultant shall solely and wholly be responsible for conducting the assignment as per the terms of this contract.

5.14 Payments to the consultants

- 5.14.1 The consultant will have to raise the invoice and submit supporting documents after satisfactory completion of the milestones as stipulated in the Terms of Reference.
- 5.14.2 Currency: The price is payable in local currency i.e. Indian Rupees.

5.15 Settlement of disputes

- 5.15.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 5.15.2 **Disputes Settlement:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be further resolved as per 5.15.3.
- 5.15.3 **Dispute Resolution:** In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 and subsequent Amendment, if any shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.



5.16 Responsibility for accuracy of project documents

5.16.1 General, to the extent applicable to the Assignment

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

5.17 Liquidated damages and Time extension

If the selected Consultant fails to complete the Assignment within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

If, however, due to some unavoidable circumstances the Consultant faces a delay in completion of the work, MD or Competent Authority of SMFCL, with approval of MoPSW, may consider providing an extension for a suitable duration on the request of the Consultant by giving proper justification for the desired extension. However, there shall be no change in the fee for such extensions.

5.18 Representation, warranties and disclaimer

5.18.1 The Consultant represents and warrants to the Client that:

- (a) it is duly organized, validly existing and in good standing under the applicable laws of its Country;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (d) it has the financial standing and capacity to undertake the Assignment;
- (e) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (g) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (h) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of



material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

- (i) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

5.19 Miscellaneous

5.19.1 Assignment and Charges

- (a) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

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

5.20 **Governing Law and Jurisdiction:** The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

5.21 Waiver

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



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

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

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

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

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

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

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

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

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

Place:

Date:

N.B. - Please return this tender document (complete & filled with details wherever required)
duly signed and stamped on each page



ANNEXURE-A

[Note: Signing of Integrity Pact is required only for contract value INR 1 Cr and above]

INTEGRITY PACT DOCUMENT

Between

Sagarmala finance corporation Limited (SMFCL)
hereinafter referred to as “The Principal”,

and

hereinafter referred to as “The Bidder/Contractor”.

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, the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization “Transparency International” (TI). 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 non-material 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 confidential/additional information through which the Bidder 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.



- a. The Bidder / Contractor 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 they are 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.
 - b. The Bidder / Contractor will not enter with other Bidder(s) 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 cartelisation in the bidding process.
 - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor 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.
 - d. The Bidder / Contractor will, when presenting its 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 / Contractor who has 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 / Contractor 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

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at (page Nos. 34 to 39)

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder 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 equivalent to Security Deposit and / or Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.



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 its exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

Section 6 – Equal treatment of all Bidders / Contractors

- (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 Bidders / Contractors

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

Section 8 – External Independent Monitor/ Monitors

- (1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the 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 Chairman, SMFCL.
- (3) The Bidder/Contractor 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 its project documentation. The same is applicable to Subcontractors.
- (4) 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.
- (5) 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 heal



the violation, 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.

- (6) The Monitor will submit a written report to the Chairman, SMFCL, within 8 to 10 weeks from the date of reference or intimation to him/her by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, SMFCL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within 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, Government of India.
- (8) The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairman of the Principal.

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. Mumbai.
- (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 the Principal
(Official Seal)

.....
For the Bidder / Contractor
(Official Seal)

Place:
.....

Witness 1:



(Signature and Name & Address)

Date:

Witness

2:

.....

(Signature and Name & Address)



ANNEXURE-B

PRO-FORMA BANK GUARANTEE **IN-LIEU OF SECURITY DEPOSIT/ "PERFORMANCE GUARANTEE BOND"**

THIS DEED OF GUARNATEE made on the _____ day of _____ 202_ _____
BY _____ (hereinafter called "the Bank") of the ONE PART in favour of SAGARMALA
FINANCNE CORPORATION LIMITED etc. of the OTHER PART;

WHEREAS by an Agreement No. _____ dated _____ - made between _____
carrying on business in partnership/company etc. under the firm/co. name of _____ at
_____ (hereinafter called "the Contractor") and the said The Sagarmala finance corporation
Limited, the Contractor has undertaken execution of all work contained in the agreement hereinbefore
referred (hereinafter called "the said contract");

AND WHEREAS in accordance with clause _____ of the said contract the Contractor is desirous
of furnishing a Bank Guarantee in the sum of Rs. _____ towards performance guarantee
valid upto six months beyond the date of completion of the contract.

AND WHEREAS SAGARMALA FINANCE CORPORATION LIMITED had agreed to accept a
guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand
from The Shipping Corporation of India Limited and without demur pay to SAGAMALAL FINANCE
CORPORATION LIMITED the aforesaid sum of Rs. _____.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its guarantee as
hereinafter contained;

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to SAGARMALA FINANCE CORPORATION LIMITED on demand and without protest the sum of Rs. _____.
2. The Bank shall pay to SAGARMALA FINANCE CORPORATION LIMITED on demand the sum under clause 1 above without demur and without requiring SAGARMALA FINANCE CORPORATION LIMITED to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that SAGARMALA FINANCE CORPORATION LIMITED the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be cause to or suffered by SAGARMALA FINANCE CORPORATION LIMITED from time to time and its demand in that regard shall be final and binding on the Bank AND SECONDLY that the right of SAGARMALA FINANCE CORPORATION LIMITED to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to SAGARMALA FINANCE CORPORATION LIMITED on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.



3. The guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract, which according to the terms of the said contract, should be six months from the probable date of completion viz., the day _____ of _____. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to SAGARMALA FINANCE CORPORATION LIMITED the said sum of Rs. _____ or such lesser sum SAGARMALA FINANCE CORPORATION LIMITED may demand.

4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

5. SAGARMALA FINANCE CORPORATION LIMITED and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to SAGARMALA FINANCE CORPORATION LIMITED under this Deed of Guarantee.

6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and the Guarantee shall remain in force till the _____ day of _____ 201_ unless claim or demand under this Guarantee is presented to the Bank within six months from the date of completion of the _____ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF



ANNEXURE-C

UNDERTAKING REGARDING THE COMPLIANCE OF GST REGULATION

We _____ (Name of bidder) hereby confirm that our offer is accompanied with a copy of valid GST Registration Certificate under the GST legislation of India bearing No: _____.

We undertake that we will comply with the GST regulations as issued and as may be issued by the Government of India or SMFCL from time to time.

AND

That we are fully aware that it is mandatory to pass on the benefit to SMFCL due to any reduction in rate of tax or from Input Tax Credit as an Anti-profiteering measure under GST Laws.

That if it is established in future that there was any failure in passing of benefit on account of Anti-profiteering measure under GST Laws then the same can be recovered by SMFCL .

Signature:

Name & designation of the authorized person signing this undertaking:

Place:

Date:

Organization's Seal



ANNEXURE-D

UNDERTAKING REGARDING BANNING/BLACK-LISTING/DE-LISTING

I/We 1. _____
2. _____
3. _____
4. _____

(Name(s) of Proprietor/Directors/Partners)

being Proprietors /Directors / Partners of M/s _____
(name of the workshop/company) hereby declare as below:

1. That we have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs.

OR

2. That we have been blacklisted or banned or de-listed by Government or quasi Government agencies or PSUs in the past; details of which is furnished below:

S.No	Name of the Govt.body / Organisation	Period of Ban		Brief description/Reason for Balck-listing/Banning/De-listing
		From	To	
1				
2				
3				

[strike-off parts not applicable]

Name, Designation & Signature(s) of the authorized person signing this undertaking:

1. _____

Sign:

2. _____

Sign:

3. _____

Sign:

4. _____

Sign:

Place:

Date:

Organization's Seal



ANNEXURE-E

Financial Proposal Submission Form

[on letter head of bidder]
[Location] [Date]

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

Dear Sir,

Subject: Hiring Strategy Project Management Unit(PMU) as a part of NSbM Secretariat under National Shipbuilding Mission

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:



ANNEXURE-F

Summary of Costs/Financial Bid

Summary of Cost (Amount in INR)

FINANCIAL BID

Name and Address of Bidder:			
Hiring of Strategy Project Management Unit(PMU) as a part of NSbM Secretariat under National Shipbuilding Mission			
S.N	Description	Unit	Amount Quoted (in INR)
1	Charges for Hiring of Strategy Project Management Unit(PMU) as a part of NSbM Secretariat under National Shipbuilding Mission [for 12 months][including deliverables & Expert deployment]	Lump-sum	[To be quoted online only in excel format.]
2	GST in % _____		
3	Total (1+2) @ -----		
4	Total Price for deploying 3 Consultants in terms of Para 3.2(ii) of RFP for Extended period		

Note:

1. H-1 bidder shall be decided based on QCBS using Financial Score based on quote for Sl. No. 1-3.
2. In case H-1 Bidder has not quoted lowest price for Sl.No. 4 of the above price bid form, the H-1 bidder shall be required to match the lowest price among all the eligible bidders.
3. Bidders are advised not to submit any financial details / quoted price in INR with their technical bid proposal.
4. Rate quoted in S.No.4 shall be applicable for extended period of time and shall be proportionally reduced in case of unauthorised absence of the Consultant(s) considering 26 Man -day for a month.
5. Financial Proposal shall be submitted online only in excel format.
6. In case of any discrepancy in the amount quoted in figures and words, the amount quoted in words shall be considered as quoted amount.
7. Our Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 120 days from the last date of submission of this Proposal.