



Request for Proposal (RFP) for Appointment of Consultant for undertaking the Feasibility study for Operationalization of Passenger vessel on River Brahmaputra (NW-2)



## **Sagarmala Development Company Limited**

# **Request for Proposal (RFP) for Appointment of Consultant for undertaking the Feasibility Study for Operationalization of Passenger Vessel on River Brahmaputra (NW-2) between Umananda Ghat-Kamakhya Temple and Guwahati International Airport**

**Ref. No.: SDCL/SDCL/NIT/2021-22/16**

**November 2021**

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

### Disclaimer

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

## Table of Contents

1. Background .....	4
2. Terms of Reference .....	4
3. General Terms and Conditions .....	5
4. Qualification Criteria .....	6
5. Bid Submission .....	7
6. Evaluation Process .....	8
7. Work Order .....	8
8. Performance Security .....	9
9. Commencement of Assignment .....	9
10. Data Sheet .....	9
11. Instructions for Online Bid/Proposal Submission through Tender site .....	9
12. Arbitration .....	12
13. Applicable Law .....	12
14. Force Majeure .....	12
15. Failure and Termination Clause .....	13
16. Consultant Code of Conducts and Business Ethics .....	13
Annexure A: Format for Submission of Technical Bid .....	14
Form 1: Authorization Letter .....	16
Form 2: Details Similar Assignments carried out by the Bidder .....	17
Form 3 : Format for Financial Turnover .....	18
Form-4 (A): Team Composition .....	19
Form 4 (B): Curriculum Vitae (CV) for Proposed Staff .....	20
Form 5: Declaration for No Conflict of Interest .....	22
Form 6: Undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration of ineligibility for corrupt or fraudulent practices .....	23
Form 7 : PAN and GST Registration .....	24
Form 8:- Format of Bank Guarantee for Performance Security .....	25
Form 9: Integrity Pact .....	27
Form-10 : Bid Securing Declaration .....	32
Annexure B: Format for submission of Financial Bid (Financial Bid to be submitted only through online as per the format provided in e-Procurement Portal) .....	33

## 1. Background

- 1.1 Sagarmala Development Company Ltd (SDCL) is a CPSE under the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India. SDCL was incorporated on 31st August 2016, as part of ongoing efforts to promote port led development in the country under the ambitious Sagarmala Programme of the Government of India. SDCL is exploring investment opportunities in the areas of Port Development/Port Modernization, Port Connectivity, Port led Industrialization and Coastal Community Development - the four pillars of the Sagarmala Programme.
- 1.2 SDCL intends to operate a **passenger ferry service between Umananda Ghat-Fancy Bazaar-Kamakhya Temple and Guwahati International Airport (Project)**
- 1.3 In order to undertake the above assignment, **SDCL intends to appoint a consultant through this RFP**". The terms of reference for the assignment is provided hereunder:-

## 2. Terms of Reference (Scope of Work)

- 2.1 Consultant is expected to undertake following activities

### (a) Traffic Assessment

- (i) Mapping of target population distribution in the influence area of the Project
- (ii) Assessment of the passenger traffic potential that have propensity for shifting towards the waterways mode after factoring in all the advantages of transportation through waterways including the advantage waterways offers in terms of both cost and time over the preferred mode.
- (iii) Undertake the traffic projection of passenger traffic for the next 15 years in view of the upcoming projects

### (b) Infrastructure Assessment

- (i) Assess the existing infrastructure at both origination and destination in terms of Jetty and other ancillary facility and also suggest the infrastructure requirement for smooth operation of the service.
- (ii) Check the suitability of providing concrete floating jetty at each of the identified location alongwith the suitable site for development of such infrastructure
- (iii) Suggest the most optimal/ suitable options of last mile connectivity for the passenger from the water head to Kamakhya Temple and Guwahati International Airport
- (iv) Block estimate of the development cost

### (c) Suggestion on configuration of Water Taxi/Catamarans

- (i) Suggest the optimum Size, Speed, type and capacity of vessel including AC/Non AC that is proposed to be deployed between the aforesaid O-D pairs
- (ii) Estimation of the year-wise requirement of water taxi/Catamarans to be deployed
- (iii) Capital cost of Water Taxi/Catamarans
- (iv) Suggested procurement methodology of water Taxi/Catamarans i.e. on outright purchase and on short/long term chartering
- (v) Collate and collect the information with regard to safety requirement in the operations of such water taxi/Catamarans from both Central and State Statutory/Regulatory Authorities

**(d) Financial Analysis**

- (i) Block estimates of Development/Procurement cost
- (ii) Estimation of Operating Expenses
- (iii) Prepare the financial model (including projected P&L, Balance sheet, Cash Flow & key financial parameters such as Project/Equity IRR, payback period etc)
- (iv) Suggest the likely fare through the waterways mode
- (v) Comparative statement of cost and time over preferred mode of transportation

**(e) Project Structure**

- (i) Based on the above project assessment, suggest the most optimal SPV based implementation structure of the project or any other suitable structure of the Project
- (ii) Suggest the Bid parameter for the selection of the private Operator

**2.2 Deliverable, Timelines and Payment Terms**

S.No	Deliverable	Timelines (from the date of Work Order)	Payment Terms
1	Acceptance of Draft Report	30 days	70%
2	Acceptance of Final Report	45 days	30%

**3. General Terms and Conditions**

- 3.1 The duration of the assignment is for 45 days
- 3.2 The consultant shall be required to visit SDCL's office as per the requirement of the Project and also made a presentation on both the deliverables as per the requirement of SDCL.
- 3.3 For rendering the professional service, Bidders are requested to quote lumpsum fee inclusive of Out of Pocket expenses, travel expenses etc as per deliverable mentioned in the terms of reference section, excluding GST which shall be payable at the rate in force as per the applicable law.
- 3.4 The payment of the fee will be as per payment terms provided in the Terms of reference section
- 3.5 Indian law would be applicable law for setting all the disputes. Similarly, the Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract, including execution of Arbitration Award.
- 3.6 All the payments to be made to the appointed consultant shall be subject to deductions under the Income Tax Act, 1961.
- 3.7 Company reserves the right to terminate the appointment at any time after giving a one month notice, without assigning any reason thereof. In case of premature termination, proportionate payment till the date of termination will be made.
- 3.8 All papers, forms, etc., are required to be signed by the Authorized person.

- 3.9 The last date for submission of Technical and Financial Bids will be as indicated in the Data sheet (clause- 10.3). Bids received after the stipulated time period as mentioned above will not be considered and will be rejected.
- 3.10 Each bidder shall submit only one bid. A bidder who submits more than one bid, then the Bid will be rejected. Bidder can apply only on sole basis, participation in the form of consortium is not allowed in this RFP.
- 3.11 SDCL reserves the right to accept or reject any bid(s) without assigning any reasons therefor.
- 3.12 No further discussion/ interface will be granted to bidders whose bids have been disqualified/rejected.
- 3.13 SDCL reserves the right to cancel the bidding process at any time without (i) assigning any reason and (ii) incurring any financial obligation to any bidder.
- 3.14 At any time before the submission of the Bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the RFP documents by an amendment. All the amendments/ Corrigenda will be posted on the website of SDCL ([www.sdclindia.com](http://www.sdclindia.com)) and <https://sdcl.euniwizarde.com>
- 3.15 For any further clarification, please contact CS /SDCL at the address mentioned in Data Sheet.
- 3.16 **Bid Security**
- (1) No Bid security is to be provided by the Bidders, however Bid Securing Declaration form to be filled as per format provided in Form 10. Bid received without the Bid Securing Declaration will be summarily rejected.
  - (2) The Bid Securing Declaration shall be valid for a period of forty five (45) days beyond the validity period of RFP. As the validity period of RFP is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Bid Opening Date.
  - (3) The proposal submitted without Bid Securing Declaration Form will be rejected without providing any further opportunity to the Bidder
  - (4) The Bidder shall extend the validity of the offer and Bid Securing Declaration Form on the request of SDCL.

#### 4. Qualification Criteria

Each Eligible Bidder must fulfil the following criteria. Responses not meeting the following criteria will be rejected and will not be evaluated further.

S.No.	Qualification Criteria	Supporting Compliance Document
4.1	The Bidder shall be a Company/LLP/Firm registered in India	Copy of certificate of incorporation or registration
4.2	<p><b>Technical Capability</b></p> <p>The Bidder shall have experience of providing three similar completed consultancy services with a contract size not less than 10 lacs in the past 7 years</p> <p>“Similar Services” means the project for the preparation of feasibility/DPR/</p>	<p>Completion Certificate from client</p> <p><b>or</b></p> <p>Copy of Work Order / Contract along with Bank Statement to establish receipt of full fee or other relevant document</p>

	Techno-Economic feasibility report for cargo/passenger movement on Inland Waterways/coastal shipping/Railway	
4.3	<b>Financial Capability</b> The Bidder shall have a turnover of Rs. 5 cr in the last three Financial Years (Year 2017-18, 2018-19, 2019-20)	CA's certificates certifying the annual turnover of the firm/company
4.4	The Bidder should not be blacklisted and/or barred by any Central Govt. / State Govt. / PSU/ Govt. Bodies / any Authority to act as an advisor or consultant	Undertaking signed by the Authorized signatory
4.5	<b>Team Composition</b>  Team Leader (BE+MBA/PGDBM) with atleast 10 years of experience in providing consulting services in the area related to the Similar Services  Financial Analyst (BE+MBA/PGDBM) with atleast 5 years of experience in preparation of Financial Model in the Similar Services	Each CV needs to be signed by the key personnel and countersigned by the Authorized Signatory

## 5. Bid Submission

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

### 5.2 Cover – I : Technical Bid comprises scan copies of following documents duly stamped and signed by Authorized Representative

- (a) Covering Letter as provided in Annexure-A duly signed and stamped
- (b) Form-1 : Authorization Letter
- (c) Form-2 : Details of Similar Assignments carried out by the Bidder along with Supporting as per Clause 4.2
- (d) Form-3: Financial Turnover along with supporting as per Clause 4.3
- (e) Form 4 A and Form 4 B : Team composition alongwith the CVs as per format provided in Form 4 B (refer clause 4.5)
- (f) Form 5: Declaration for No Conflict of Interest
- (g) Form 6: Undertaking for not being blacklisted and/or barred as per clause 4.4
- (h) Form 7: PAN and GST REGISTRATION
- (i) Form 9: Duly filled and Signed Integrity Pact
- (j) Form 10: Bid Securing Declaration
- (k) Certificate of Incorporation/Registration Certificate as clause 4.1

**It may be noted that the Technical Bid shall not contain any reference to the Financial Bid**

**5.3 Cover -II:**

**Financial Proposal shall be submitted online only as per the format provided on the tender website.**

- 5.4 Proposal (both Technical and Financial) shall be submitted online on <https://sdcl.euniwizarde.com>.** Please refer clause 11 “Instruction for Online Bid Submission” for better clarity and assistance. The Bidders can log-in to e-wizard Portal using valid Digital Signature for submit the Technical Bid documentation. All the statements, documents, certificates uploaded by bidders should be signed and sealed by the bidder, owning full responsibility for their correctness / authenticity.

**6. Evaluation Process**

- 6.1 The Technical Bids will be evaluated on the pass and fail basis. The Bidders which are meeting the above Qualification criteria will be declared as Passed (the “**Shortlisted Bidder**”).

- 6.2 SDCL shall inform the Bidder, whose Technical Bids fulfil the criteria stipulated in the RFP document, about the opening of the Financial Bids.

- 6.3 Financial Bids will be opened in presence of the Shortlisted Bidder representatives who choose to attend.

6.4 Financial Bids Evaluation

- (a) Bidder quoting the lowest Financial Proposal will be declared as the Successful Applicants (L-1 Applicant)

- (b) In event the Bid price of two or more Bidders is found to be the Same (Tie Applicants), SDCL may

- (i) Invite fresh Financial Bids only from the Tie Bidders, however the Financial Bid quoted by the Tie Bidders in their fresh Financial Bid should not be higher than the Financial Bid already quoted by the Bidders

Or

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

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

**7. Work Order**

- 7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Successful Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, cancelled the Work Order on account of failure of the Successful Bidder to acknowledge the Work Order, and the next ranked Applicant (L-2) may be considered.



7.2 Work order will comprise of the Terms of Reference, Financial Bid submitted by the Successful Bidder and other General terms and conditions provided in this RFP.

#### 8. Performance Security

Performance Security equivalent to 3 (three) percent of the Cost of Financial Bid shall be furnished from a nationalized / Scheduled Bank, in form of a Bank Guarantee in the form specified at Appendix. The Performance Security to be submitted by the Successful Bidder along with the signed Work Order as per clause 7.1. For the Successful Bidder, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the Assignment as per the terms of the Contract.

#### 9. Commencement of Assignment

The Successful Bidder is expected to commence the Assignment within 7 days from the date of Work Order. If the Successful Bidder fails to commence the Assignment as specified herein, the Client may invite the second ranked Bidder to undertake the Assignment.

#### 10. Data Sheet

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

10.2 The address of the Client is:

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

10.3 Tentative schedule for Selection Process is as follows:

Activity	Timeline
Date of issue of RFP / publishing date (T)	1 <sup>st</sup> November 2021
Last Date for the submission of Queries	11 <sup>th</sup> November 2021
Pre-Bid Meeting	15 <sup>th</sup> November 2021, 1500 hrs IST at SDCL office
<b>Proposal Due Date (P)</b>	<b>23<sup>rd</sup> November 2021, 1500 hrs IST</b>
Date of opening of the Technical Proposal	1530 hrs IST on the Proposal Due Date
Date of opening of the Financial Proposal	To be intimated to Technically Qualified Bidders

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

The Applicants/bidders are required to submit soft copies of their bids/proposals electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below

are meant to assist the Applicants/bidders in registering on the e-Procurement Portal <https://sdcl.euniwizarde.com>, prepare their bids/proposals in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

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

### 11.1 Registration

- (1) Bidders/Applicants are required to enroll on the e-Procurement Portal <https://sdcl.euniwizarde.com> by clicking on the link “Bidder Enrollment” on the e-wizard Portal by paying the Registration fee of Rs. 2360/- per year charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (3) Bidders/Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/Applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (7) The scanned copies of all original documents should be uploaded on portal.
- (8) For any Query contact to our helpdesk Number 011-49606060, **Email [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com)**, Mr. Anshuman Thakur/Mr. /Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228

### 11.2 Searching for Bidding Documents

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

### 11.3 Preparation of Bids

- (1) Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal (<https://sdcl.euniwizarde.com>).

- (2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- (5) These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 11.4 Submission of Bids

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

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

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

### 11.5 Assistance to Bidders

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

### Other terms of the RFP

#### 12. Arbitration

- (1) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, MoPSW, Government of India may appoint an arbitrator, which would be accepted by the Agency/Consultant. The decision of the arbitrator would be final and binding on both the parties.
- (2) It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- (3) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

#### 13. Applicable Law

This contract, including all matters connected with this contract, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court of Delhi, if required.

#### 14. Force Majeure

For the Purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of party.

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party

alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**15. Failure and Termination Clause**

Time and date of delivery and period of execution shall be essence of the contract. If the Consultant fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, SDCL may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- (1) Recover from the Consultant as agreed, liquidated damages including administrative expenses
- (2) Cancel the contract or a portion thereof by serving prior notice to the Consultant.
- (3) SDCL may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by SDCL or take any other action as deemed necessary.

**16. Consultant Code of Conducts an Business Ethics**

SDCL is committed to its 'values & beliefs' and business practices to ensure that Consultant, who provides services, will also comply with these principles.

**(1) Bribery and Corruption**

Consultants are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

**(2) Integrity, Indemnity and Limitation**

Consultants shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the ministry and Government of India. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of Government of India. For avoidance of doubts, no rights shall accrue to the Consultant in relation to such business/contract and Government of India or any entity thereof shall not have or incur any obligation in respect thereof. The Consultant shall indemnify Government of India in respect of any loss or damage suffered by Government of India on account of such fraud, misrepresentation or suspension of material facts. The consultant will be solely responsible for the omission and commission of the employees deployed by them.



**Annexure A: Format for Submission of Technical Bid**

Date.....

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

**Sub: RFP for Appointment of Consultant for undertaking the Feasibility Study for Operationalization of Passenger Vessel on River Brahmaputra (NW-2)**

1. We hereby propose to provide consultancy services for “**Appointment of Consultant for undertaking the Feasibility Study for Operationalization Passenger Vessel on River Brahmaputra (NW-2)**” as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid documents furnished by you and have thoroughly examined the detailed Terms of Reference laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid documents.

2. Our proposal shall remain valid for acceptance for 90 days from the last date of submission of the offer.
3. We hereby furnish our “Technical bid”

S No	Particulars	Details furnished by the bidder
1.	Name of Company/ Consultant/ Bidder	
2.	Postal address ( Contact office)	
3.	Telephone/mobile/fax number and email id	
4.	Authorization Letter	As per Form 1
5.	Details of experience of the firm in the field under reference	As per Form 2
6.	Format of Financial Turnover	As per Form 3
7.	No. of key staff of consultant having minimum experience of 3 years in similar areas with at least two assignment during last 2 years.	As per Form 4A
	Details of the key staff who shall deal with SDCL & their experience in the field under reference	As per Form 4B
8.	Declaration for Conflict of Interest	As per Form 5
9.	Declaration of not being blacklisted	As per Form 6
10.	Declaration of PAN, Service tax Registration, GST, etc.	As per Form 7
11.	Integrity Pact	As per Form 9
12.	Bd Securing Declaration	As per Form 10

4. We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand



**Request for Proposal (RFP) for Appointment of Consultant for undertaking the Feasibility study for Operationalization of Passenger vessel on River Brahmaputra (NW-2)**



that in such a case we may be debarred for future assignments with SDCL for a period of maximum three years from the date of such disqualification.

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Stamp \_\_\_\_\_



### Form 1: Authorization Letter

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Consultant which is constituted under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who signed the above tender is authorized to bind the organization by authority of its governing body.

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

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

Designation \_\_\_\_\_

Name \_\_\_\_\_

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

Stamp \_\_\_\_\_

#### Note :

In case of partnership firm, a power of attorney duly notarized nominating/ authorizing, the authorized signatory to execute the above authorization letter should be enclosed.

In case of company, a duly certified true copy by Company Secretary/Director for authorizing the authorized signatory to execute the above authorization letter should be enclosed.





**Form 2: Details Similar Assignments carried out by the Bidder**

#	Name of Assignment	Client Name	Date of Commencement	Date of Completion	Scope in Brief	Contract Value (Rs Lacs)
1						
2						
3						

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Stamp \_\_\_\_\_

**Note:**

- 1) The bidder may use additional sheets of like size and format, if required.



**Form 3 : Format for Financial Turnover**

(Using the format below, to provide the Turnover figure for the last three financial years (Year 2017-18, 2018-19, 2019-20))

**Certificate from practicing Chartered Accountant (on Chartered Accountant Letter Head)**

This is to certify that M/s----- (Name of the Firm) (Registered Office) has average turnover of Rs 5 cr in the last three years. The details for the same is provided hereunder:-

S.No	Financial Year	Annual Turnover (in Rs. cr)
1	2017-18	
2	2018-19	
3	2019-20	
Average Turnover		

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

(Signature of the CA and Seal of the Firm)



**Form-4 (A): Team Composition**

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

### Form 4 (B): Curriculum Vitae (CV) for Proposed Staff

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



**Request for Proposal (RFP) for Appointment of Consultant for undertaking the Feasibility study for Operationalization of Passenger vessel on River Brahmaputra (NW-2)**



		Name of assignment or project: Year: Location: Client: Main project features:[ size in INR , type e.g. integrated township, port, etc., and services provided] Positions held: Activities performed:
--	--	---

**13. Certification:**

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

Date:

[Signature of staff member]

Day/Month/Year

Full name of staff: Date:

[Signature of authorized representative of the firm]

Day/Month/Year Full name of authorized representative:

Signature of the proposed staff:



### Form 5: Declaration for No Conflict of Interest

It is certified that as on date We including our associates have no conflict of interest, with any other organization, department or party(ies) with respect to the nature of work we (the Consultant) are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the Client.

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Stamp \_\_\_\_\_



**Form 6: Undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration of ineligibility for corrupt or fraudulent practices**

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

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Stamp \_\_\_\_\_



### Form 7 : PAN and GST Registration

The details of our registration in line with the various authorities are as under:

Our PAN is as under

<b>Permanent Account Number</b>	
---------------------------------	--

Note: Copy of card indicating PAN duly attested by the bidder under his seal and signature to be submitted.

Our **GST number** is

<b>GST number</b>	
-------------------	--

Note: Copy of registration with upto date amendment to be enclosed.

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Stamp \_\_\_\_\_





### Form 8:- Format of Bank Guarantee for Performance Security

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

Ref.:

Bank

Guarantee: Date:

Dear Sir,

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

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

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

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



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

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

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

**WITNESS**

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

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

**Note**

Strike out, whichever is not applicable.

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



## Form 9: Integrity Pact

Between

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

and

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

### Preamble

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

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

### Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

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

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

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

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD, SDCL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD, SDCL and rescues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate **action**.
- (7) The Monitor will submit a written report to the MD, SDCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic **situations**.
- (8) If the Monitor has reported to the MD, SDCL, a substantiated suspicion of an offence under relevant JPC/ PC Act, and the MD, SDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

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

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

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



### Section 10 - Other provisions

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

For & On behalf of the Principal

For & On behalf of Bidder/ Contractor

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness -1

Name:

Address:

Witness-2

Name:

Address:



## Form-10 : Bid Securing Declaration

[Location, Date]

**To:**

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

**Subject : Request for Proposal (RFP) for Appointment of Consultant for undertaking the Feasibility Study for Operationalization of Passenger Vessel on River Brahmaputra (NW-2)**

Dear Sir,

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

Corporate Seal





**Annexure B: Format for submission of Financial Bid (Financial Bid to be submitted only through online as per the format provided in e-Procurement Portal <https://sdcl.euniwizarde.com>)**

The Financial Bid to be submitted should be all inclusive but excluding GST which shall be payable at the rate in force as per the applicable law.

Financial bid should be submitted in the following format covering all the activities mentioned in Scope of Work.

Particulars	Unit	Quoted Price (Lumpsum) (in Figure)	Quoted Price (lumpsum) (in words)
Cost of Financial Bid	Rs.		
GST ( ----- %)	%		
Total cost of Financial Bid			

**Note:**

- 1) The fee to be quoted in INR inclusive of all taxes, duties, cess and other costs etc, but excluding GST. The GST shall be paid as per prevailing rate upon submission of GST invoice.