

**Sagarmala Development Company Limited**  
**1<sup>st</sup> Floor, PTI Building, Parliament Street,**  
**New Delhi – 110001**

**Request for Empanelment as Financial Advisor for Sagarmala Development**  
**Company Limited**

**Corrigendum – I**

**1. The list of clauses mentioned in the RFE to be modified are as follows:-**

<b>S.No.</b>	<b>Existing Clause</b>	<b>Modified Clause</b>
1.	<b>Clause No. - 2.1.15 :-</b> All firms are required to bid independently for empanelment and no JVs/consortium are allowed.	<b>Clause No. - 2.1.15 should be read as :-</b> <ul style="list-style-type: none"><li>• Bidders may submit bids as sole bidders or form a JV/Consortium and need to provide the details of each Consortium member in Form TP-6and specify the Lead Consortium Member.</li><li>• Not more than 3 members are permitted in a JV/Consortium.</li><li>• A bidder can bid as a sole bidder or can be a member / Lead of only one consortium / JV.</li><li>• No Applicant applying individually can be a member of another consortium / JV.</li><li>• Consortium / JV members need to execute the Joint Bidding Agreement and submit the Agreement as part of their Technical Proposal. The format of Joint Bidding Agreement is included in <b>Annexure-II</b> of this Corrigendum.</li><li>• Power of Attorney to Lead Member of Consortium/JV is to be submitted as part of the Technical Proposal. The format of this Power of Attorney is included in <b>Annexure – III</b> of this Corrigendum.</li></ul>
2.	<b>Clause No. - 2.3</b> <b>Evaluation of bids</b> <b>2.3.1</b> SDCL has adopted selection process (collectively the “Selection Process”) for evaluating the proposals. A technical evaluation will be carried out as per the eligibility criteria specified in Clause 3.7 of this RFE document.	<b>Clause No. 2.3.1 shall be read as follows :-</b> SDCL has adopted selection process (collectively the “Selection Process”) for evaluating the proposals. A technical evaluation will be carried out as per the eligibility criteria specified in Clause 3.8 of this RFE document.

S.No.	Existing Clause	Modified Clause
3.	<p><b>Clause No. - 3.7</b></p> <p><b>Submission of Proposals</b></p> <p>3.7.1 - The Technical proposal should be submitted (uploaded) as a scanned copy along with the signature of the Authorised Signatory for the Applicant on the cover page of the proposal on the Central Public Procurement Portal (<a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>) on or before the Proposal Due Date and time mentioned in clause 3.4 of this Data Sheet.</p>	<p><b>Clause No. - 3.7</b></p> <p><b>Submission of Proposals</b></p> <p>3.7.1 - The Technical proposal should be submitted (uploaded) as a scanned copy along with the signature of the Authorised Signatory of the Applicant on the cover page of the proposal on the Central Public Procurement Portal (<a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>). Additionally, bidders shall submit 2 (Two) hard copies as described below:  <u><b>Two hard copies (One Original + One duplicate) (Hardbound and paginated) of the Technical Proposal in the name of Managing Director, SDCL at the address mentioned below:-</b></u>  <b>Sagarmala Development Company Limited</b>  <b>1<sup>st</sup> Floor, PTI Building, Parliament Street,</b>  <b>New Delhi – 110001</b>  on or before the Proposal Due Date and time.</p>
4.	<p><b>Clause No. 3.8</b></p> <p><b>Qualification and Experience criteria for empanelment of consultants as Financial Advisors:</b></p> <p><b>Stage-I: Minimum Eligibility Criteria</b></p> <p>The Tenderer shall meet the following qualifying criteria:</p> <p>a) <b>Financial Capacity:</b> Average annual turnover during the last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17) should be not less than INR 5 Crore from consultancy services undertaken by the applicant in the past 3 years. The applicant shall be required to submit a certificate from its Statutory Auditors as proof of such turnover. Format for this certificate is enclosed in Form TP-2 in this document.</p> <p>b) <b>Applicant:</b> The applicant should have been in providing consultancy services for the last 5 years in India. The applicant shall be required to submit a copy of its incorporation certificate or equivalent thereof for proof.</p>	<p><b>Clause No. 3.8 should be read as :</b></p> <p><b>Qualification and Experience criteria for empanelment of consultants as Financial Advisors:</b></p> <p><b>Stage-I: Minimum Eligibility Criteria</b></p> <p>The Bidder (or the Lead Member in case of a Consortium/JV) shall meet the following qualifying criteria:</p> <p>a) <b>Financial Capacity:</b> Average annual turnover during the last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17) should be not less than INR 5 Crore from consultancy services undertaken by the applicant in the past 3 years. The applicant shall be required to submit a certificate from its Statutory Auditors as proof of such turnover. Format for this certificate is enclosed in Form TP-2 in this document.</p> <p>b) <b>Applicant:</b> The applicant should have been in business of providing consultancy services for the last 5 years in India. The applicant shall be required to submit a copy of its incorporation certificate or equivalent thereof as proof.</p> <p>c) <b>Eligible Assignments:</b>The applicant (Sole bidder or the Lead Member in case of Consortium/JV) shall have completed atleast (5) five eligible assignments during the past 10 years.</p>

S.No.	Existing Clause	Modified Clause						
5.	<b>Clause 3.9:-</b> <b>Required experience and expertise of Key personnel/Staff:</b> For Team Leader- “Should have led study teams with focus on M&A, private equity for ten Eligible Assignment”	For Team Leader- <u>“Should have led teams for ten Eligible Assignments”</u>						
6.	<b>Form TP 2: Applicant’s Organization and Experience</b>	<b>Form TP 2: Applicant’s Organization and Experience</b> Each member of consortium should provide its Organizational details - brief description of the background and organization of your firm/entity as well as Experience as per the Format prescribed in RFE document. However, certificate of Gross Annual Revenue is to be provided by the Sole Bidder or Lead Member in case of Consortium / JV from the respective Statutory Auditor.						
7.	<b>Clause No. 3.9:Required experience and expertise of Key personnel/Staff</b>	In case of JV/ Consortium, Team Leader and Financial Modelling Expert should be from the Lead Member of consortium/JV.						
8.	<b>Definition of “Eligible Assignments”</b>	In definition of “Eligible Assignments” as per Page 18-19 of the RFE, the following shall also be included: Bidder (sole applicant, lead member and other members in case of Consortium / JV) should have received at least 50% of the total consultancy fee for the assignment claimed as Eligible Assignment by the Bidder (sole applicant, lead member and other members in case of Consortium / JV).						
9.	<b>Clause No. 3.9:Required experience and expertise of Key personnel/Staff</b>	In addition to the CVs asked in the RFE document, bidder should provide one additional CV of anexpert with the following credentials:- <table border="1" data-bbox="824 1402 1435 1705"> <tbody> <tr> <td data-bbox="824 1402 1133 1472"><b>Key Personnel</b></td> <td data-bbox="1133 1402 1435 1472">Infrastructure Planning Expert</td> </tr> <tr> <td data-bbox="824 1472 1133 1608"><b>Qualification</b></td> <td data-bbox="1133 1472 1435 1608">Masters in Transport Planning/ Structural Design with Bachelors in Civil Engineering</td> </tr> <tr> <td data-bbox="824 1608 1133 1705"><b>Experience</b></td> <td data-bbox="1133 1608 1435 1705">Minimum 10 Years of professional experience</td> </tr> </tbody> </table>	<b>Key Personnel</b>	Infrastructure Planning Expert	<b>Qualification</b>	Masters in Transport Planning/ Structural Design with Bachelors in Civil Engineering	<b>Experience</b>	Minimum 10 Years of professional experience
<b>Key Personnel</b>	Infrastructure Planning Expert							
<b>Qualification</b>	Masters in Transport Planning/ Structural Design with Bachelors in Civil Engineering							
<b>Experience</b>	Minimum 10 Years of professional experience							

<b>S.No.</b>	<b>Existing Clause</b>	<b>Modified Clause</b>	
		<b>Experience on Eligible Assignment</b>	He should have been involved in preparation of detailed cost estimates for at least 5 (five) eligible assignments as per sectors mentioned in the ToR of RFE document

**ANNEXURE-I-(Self Evaluation Sheet)**

**2. The Applicants are required to submit a Self Evaluation sheet in their proposals indicating their respective fulfilment of requirements mentioned in the Request for Empanelment document. Applicants should submit the Self Evaluation Sheet in the format mentioned below:-**

**SELF EVALUATION SHEET**

<b>S.No.</b>	<b>Criteria</b>	<b>Description</b>
1.	Name of the Bidder	
2.	Type (Sole Bidder/ Consortium/ JV)	
3 a)	If Consortium/JV; Name of Lead Bidder	
b)	Name(s) of other members in Consortium/ JV.	
c)	Power of Attorney in favour of Lead Consortium Member enclosed (Y/N)	
d)	Joint Bidding Agreement executed by all consortium members enclosed (Y/N)	
4.	Bidder Experience (Lead Member in case of consortium/JV) in providing consultancy services.	
b)	Certificate of Incorporation enclosed (Y/N)	
5.a)	Annual Turnover from Consultancy Services (Rs. Cr.)	(For Sole bidder or Lead Member in case of Consortium / JV only)
	2014-15	
	2015-16	
	2016-17	
	Average Turnover of last 3 FY from consultancy services (in Rs. Cr.)	
b)	Statutory Auditor Certificate certifying revenue from consultancy services enclosed (Y/N)	

**6. Details of Eligible Assignment (as per table below):**

Bidder should submit the list of Eligible Assignments per the format below:

S.No.	Name of Assignment	Name of Bidder	Client Name	Total Consultancy fees	Bidder's Share of Consultancy fees	Start Date	End Date	Type of Assignment*	Sector*	Type of Supporting Document enclosed
1.										
2.										

Note:-\*\* As per Page 19 & 29 of the RFE document.

**7. Key Experts:**

Key Experts proposed as per the format below:

S.No.	Key Position	Name of Expert	Current Organization	Educational Qualification	Total Years of Experience	No. of Eligible assignments
1.						
2.						

**Format of Joint Bidding Agreement (in case of JV / Consortium)**

*(To be executed on stamp paper of appropriate value)*

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

**AMONGST**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

- (A) Sagarmala Development Company Limited, having its head office at 1<sup>st</sup> Floor, PTI Building, Parliament Street, New Delhi – 110001, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its Request for Proposal No.... dated .....(the "RFP") for appointment for the Sagarmala Programme for the {Project name} (the "Consultancy").
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- (C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

## **1. Definitions and Interpretations**

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

## **2. Consortium**

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

## **3. Covenants**

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

## **4. Role of the Parties**

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

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

## **5. Joint and Several Liability**

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

## **6. Member in Charge or Lead Member**

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

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member-In-Charge on any matters related to the Contract

shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member-In-Charge;

- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member-In- Charge and the Authority shall have the right to release payments solely to the Member-In- Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties; and
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

## **7. Representation of the Parties**

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

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

- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Authorized Representation**

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

**9. Termination**

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

**10. Miscellaneous**

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PARTY

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## **FORM 3F: Format of Power of Attorney for Lead Member of Consortium**

(To be executed by all members of the Consortium)

Whereas the Sagarmala Development Company limited (the "Authority") has invited proposals from applicants for appointment as Consultant for the Sagarmala Programme (the "Consultancy").

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

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

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

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

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

For .....

(Signature Name & Title)

For .....

(Signature, Name& Title)

For .....

(Signature, Name & Title)

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

1.

2.

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

**Annexure-III**

**CV should be submitted in the format mentioned below:**

1.	Proposed Position (Also specify whether staff is for Core Team)	Only one candidate shall be nominated for each position			
2.	Name of Firm	Insert name of firm proposing			
3.	Name of Staff	[First] [Middle] [Surname]			
4.	Date of Birth	[Day, Month, Year]	Nationality		
5.	Education	Indicate college/university and other specialized education of staff member, giving names of institutions, qualifications obtained, and date			
6.	Membership of Professional Organizations				
7.	Training & Publications:	[Indicate significant training since education degrees (under 5) were obtained]			
8.	Countries of Work Experience	List countries where staff has worked in the last ten years			
9.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
		Language			
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	<p>[Among the assignments in which the Staff has been involved, in Handle the Tasks Assigned</p> <p>following information for those assignments that best in professional experience as per the requirements of this RFE</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location: Client:</p> <p>Main project features:[ size in INR , type e.g. inte; port, etc., and services provided]</p> <p>Positions held:</p> <p>Activities performed:</p>
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**Expert's contact information:** (e-mail:;phone: +91-)

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Expert

Signature

Day/month/year

Representative of the Consultant  
(the same who signs the Proposal)

**\*Note:** - SDCL reserves the right to request for additional CVs at a later stage based on project specific requirements.