REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF STRATEGIC KNOWLEDGE PARTNER FOR MINISTRY OF EARTH SCIENCES ('MoES'), GOVERNMENT OF INDIA ON OCEANS AND BLUE ECONOMY IMPLEMENTATION

(DOMESTIC COMPETITIVE BIDDING)



RFP Reference No. MoES/36/OOIS/BlueEconomy/2015 Dated 30/07/2024

Ministry of Earth Sciences Government of India

Contents

DISCL	AIMER	5
BID DA	ATA SHEET	7
1. INT	FRODUCTION	9
1.1.	BACKGROUND	9
1.2.	REQUEST FOR PROPOSAL	
1.3.	DUE DILIGENCE BY BIDDERS	9
1.4.	DOWNLOAD OF RFP DOCUMENT	9
1.5.	VALIDITY OF THE PROPOSAL	_
1.6.	BRIEF DESCRIPTION OF THE SELECTION PROCESS	
1.7.	CURRENCY CONVERSION RATE AND PAYMENT	
1.8.	SCHEDULE OF SELECTION PROCESS	
1.9.	PRE-BID QUERIES	
	PRE-BID CONFERENCE	
	COMMUNICATIONS	
2. INS	STRUCTIONS TO BIDDERS	12
A. GE	NERAL	12
2.1.	SCOPE OF PROPOSAL	12
2.2.	CONDITIONS OF ELIGIBILITY OF BIDDERS	13
2.3.	CONFLICT OF INTEREST	19
2.4.	NUMBER OF PROPOSALS	20
2.5.	COST OF PROPOSAL	20
2.6.	ACKNOWLEDGEMENT BY BIDDER	
2.7.	MOES NOT TO BE LIABLE	
2.8.	RIGHT TO REJECT ANY OR ALL PROPOSALS	21
B. DO	CUMENTS	21
2.9.	CONTENTS OF THE RFP	21
2.10.	CLARIFICATIONS	22
2.11.	AMENDMENT OF RFP	23
C. PR	EPARATION AND SUBMISSION OF PROPOSAL	23
2.12.	LANGUAGE	23
2.13.	FORMAT AND SIGNING OF PROPOSAL	23
2.14.	TECHNICAL PROPOSAL	25
2.15	FINANCIAL PROPOSAL	26

2.16	SUBMISSION OF PROPOSAL	27
2.17	PROPOSAL DUE DATE (PDD)	28
	. LATE PROPOSAL	
2.19	. MODIFICATION/ SUBSTITUTION OF PROPOSALS	29
2.20	. BID SECURITY DECLARATION	29
D. E	/ALUATION PROCESS	29
2.21	. EVALUATION OF PROPOSALS	29
2.22	CONFIDENTIALITY	30
2.23	. ARBITRATION / DISPUTE RESOLUTION MECHANISM	32
	. TERMINATION	
	LIMITATION OF LIABILITY	
2.26	. CLARIFICATIONS	33
E. Al	PPOINTMENT OF KNOWLEDGE PARTNER	33
2.27	DISCUSSION	33
	. AWARD OF CONSULTANCY	
2.29	. SUBMISSION OF PERFORMANCE SECURITY	34
	EXECUTION OF AGREEMENT	_
	. COMMENCEMENT OF ASSIGNMENT	
	. INVITATION TO THE SECOND RANKED BIDDER	
	PROPRIETARY DATA	
2.34	PENALTY CLAUSE	35
3. CI	RITERIA FOR EVALUATION	35
3.1.	EVALUATION OF TECHNICAL PROPOSALS	35
3.2.	SHORT-LISTING OF BIDDERS	44
3.3.	EVALUATION OF FINANCIAL PROPOSAL	45
3.4.	COMBINED AND FINAL EVALUATION	45
4. IN	TEGRITY PRACTICES	46
4.1.	ACTION TO BE TAKEN IN CASE OF PROHIBITED PRACTICES	46
4.2.	DEFINITION OF PROHIBITED PRACTICES	46
5. M	ISCELLANEOUS	48
SCHE	DULES	49
	HEDULE -1: TERMS OF REFERENCE (TOR)	
	HEDULE-2: DELIVERABLES, TIMELINES AND PAYMENT	54
	HEDULE-3: GUIDANCE NOTE ON CONFLICT OF INTEREST (FOR	EC
KINC	DWLEDGE PARTNER)	56

APPENDICES	58
APPENDIX-I: TECHNICAL PROPOSAL	59
FORM-1: LETTER OF PROPOSAL	59
FORM-2: PARTICULARS OF THE BIDDER	62
FORM 3: STATEMENT OF LEGAL CAPACITY	64
FORM-4: POWER OF ATTORNEY	65
FORM-5: FINANCIAL CAPACITY OF THE BIDDER	66
FORM-6: ELIGIBLE ASSIGNMENTS OF BIDDER	67
FORM-7: PARTICULAR OF KEY PERSONNEL WHOSE DETAILS ARE	
PROVIDED BY THE BIDDER	
FORM-8: CURRICULUM VITAE (CV) OF KEY PERSONNEL	
FORM-9: PROPOSED METHODOLOGY AND WORK PLAN (NOT MORE 10 PAGES)	
FORM 10 - FORMAT FOR BID SECURING DECLARATION	74
APPENDIX - II: FINANCIAL PROPOSAL	75
Form Fin1:Financial Proposal Submission Form	75
Form Fin-2: Financial Proposal for the Assignment (Lump Sum)	76
CHECKLIST FOR BID PREPARATION	77
Annex-1: Payment Schedule	
Agreement Format	80
Annex-3: Bank Guarantee for Performance Security	81

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the MoES or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the MoES to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MoES in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MoES, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MoES accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MoES, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The MoES also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The MoES may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the MoES is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the MoES reserves the right

to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MoES, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the MoES shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

BID DATA SHEET

SI. No.	Description	Details
1.	Name of work	Appointment of Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation
2.	Client Name and Address	To, Shri Prashant Kumar Srivastava Scientist G, Ministry of Earth Sciences, Prithvi Bhawan, Opposite India Habitat Centre Lodhi Road, New Delhi-110003 Email: srivastava.pks@gov.in Tel: 011- 24669552
3.	EMD	Rs. 60,00,000/- (Rupees Sixty Lakhs Only) in the form of Demand Draft (DD) drawn in favor of DDO, Ministry of Earth Sciences (MoES) payable at New Delhi from any National/Scheduled Bank or EMD to be submitted in form of Bank Guarantee
4.	Preference to MSME Bidders	Bidders shall furnish EMD of the amount as mentioned in Data Sheet
5.	Project Tenure	18 Months and extendable up to 6 months
6.	Joint Venture/Consortiu m	JV/Consortium is not allowed. However, the knowledge partner is allowed to associate with max. 2 Indian consulting firm/s as Sub-Consultant and can propose maximum 4 Experts as mentioned in Cl. 2.2.3 of the RFP. However, the liability for the successful delivery of the project as per RFP terms shall rest entirely with the Knowledge partner.
		The details of Association, if any, must be furnished in Form-1: Letter of Proposal along with formal Letter of Association duly signed by authorized signatories of Knowledge partner and associate firm as part of the submission.
		For the purpose of evaluation of technical proposal, credentials of Knowledge partner shall be considered only.

7.	Performance Security	5% of contract price
8.	Selection Criteria	QCBS (80:20)
9.	Minimum Passing Marks required for financial bid opening	75 Marks
10.	Pre Bid Meeting date and time	Pre Bid meeting shall be held at Ministry of Earth Sciences HO on 14/08/2024 at 1100 Hrs. The interested bidders shall have to send their queries to MoES 2 days prior to pre-bid meeting date on email Id: srivastava.pks@gov.in for seeking any clarifications.
11.	Mode of Submission	ONLINE Hard copy of Technical Bid is to be submitted also.

1. INTRODUCTION

1.1. Background

Ministry of Earth Sciences, Government of India (hereafter mentioned as "MoES") plans to Appoint Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation (hereinafter mentioned as "Knowledge partner").

1.2. Request for Proposal

The MoES invites proposals from interested firms (the "**Proposals**") for selection of a Knowledge partner, who shall assist the MoES as per the scope of work specified at **Schedule-1** (the "**TOR**"). The MoES intends to select the Knowledge partner through an open competitive bidding in accordance with the procedure set out herein.

1.3. Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference.

1.4. Download of RFP Document

RFP document can be downloaded from the official website of the Ministry of Earth Sciences and GeM portal. The technical bid and the financial bid is to be submitted through GeM portal. The bidder is also required to submit the hard copy of the bid in original.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than **90 days** from the **Proposal Due Date** (the "**PDD**").

1.6. Brief description of the Selection Process

The MoES has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3 Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4.

1.7. Currency conversion rate and payment

- 1.7.1. For the purposes of technical evaluation of Bidders, the rate of USD or any other foreign currency on the date of submission of bid shall be taken from the RBI Website & considered as the applicable currency conversion rate.
- 1.7.2. The Monthly Fee shall be quoted and paid in INR only. All payments to the Knowledge partner shall be made in INR in accordance with the provisions of the Contract.

1.8. Schedule of Selection Process

1.8.1. The MoES would endeavor to adhere to the following schedule:

S. No.	Event Description	Date/Days
1.	Release of RFP	30/07/2024 (Tuesday)
2.	Last date for receiving queries	12/08/2024 (Monday)
3.	Pre-Bid Conference	14/08/2024 (Wednesday) at 1100 Hrs. at MoES HO
4.	MoES response to queries	23/08/2024 (Friday)
5.	Proposal Due Date or PDD	06/09/2024 (Friday) till 1730 Hrs.
6.	Hard copy submission of Technical Bid at MoES HO till office hours	09/09/2024 (Monday)
7.	Evaluation of Proposals	20/09/2024(Friday)
8.	Letter of Award (LOA)	To be declared later
9.	Validity of Bid	90 days from PDD

It is advised that the bidders may submit their bids after the pre- bid meeting and publishing of replies to queries therein. In case of delay on account of MoES's response, the bidders are advised to keep on checking the official website of MoES and GeM portal for any addendum /corrigendum, communication in this regard.

Proposal due date (PDD) is 06/09/2024 by 1730 Hrs.

1.9. Pre-Bid Queries

Prospective Bidders may submit the queries regarding the document as per the timelines given in **Clause 1.8**. The queries should be addressed to the Nodal Officer mentioned in **clause 1.11**. The queries must be asked in the following format:

S. No.	Relevant Clause of RFP	Page No of RFP	Query

1.10. **Pre-Bid Conference**

1.10.1. The date, time and venue of Pre-Bid Conference shall be:

: 14/08/2024 Date : 1100Hrs. Time

Venue : Ministry of Earth Sciences (MoES) HQ

- 1.10.2. Further details regarding the Pre-bid will be updated on the official website of the MoES. Bidders may register for the same on or before 12/08/2024 by submitting the following details of their representatives attending the pre-bid conference at the email address mentioned in clause 1.11: Name, Designation, Company, Mobile number, Email Address.
- 1.10.3. A maximum of two representatives of each bidder shall be allowed to participate on production of an MoES letter from the Bidder.
- 1.10.4. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the MoES. The MoES shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

1.11. Communications

1.11.1. All communications including the submission of Proposal should be addressed to the Nodal Officer:

Shri Prashant Kumar Srivastava Designation-Scientist G Ministry of Earth Sciences, Prithvi Bhawan Opposite India Habitat Centre Lodhi Road,

New Delhi-110003 Email: srivastava.pks@gov.in

Tel: 011-24669552

- 1.11.2. The Official Website of the MoES is: www.moes.gov.in
- 1.11.3. All communications should have the following information, marked at the top in hold

"Request for Proposal (RFP) for Appointment of Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation"

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. In case, a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation.
- 2.1.2. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.3. Bidders are advised that the selection of Knowledge partner shall be on the basis of an evaluation by the MoES through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given 30and that the MoES's decisions are without any right of appeal whatsoever.
- 2.1.4. The Bidder shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at **Appendix-I** and the Financial Proposal shall be submitted in the form at **Appendix-II**. Upon selection, the Bidder shall be required to enter into an agreement with the MoES **specified in Volume 2**.

2.2. Conditions of Eligibility of Bidders

- 2.2.1. Bidders must carefully read the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2. To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

The bidder shall fulfill the following criteria to be eligible to participate in the combined technical and financial bidding process.

SI. No	Criteria	Supporting documents to be submitted
1	Financial capacity : Bidder to be an organization with a minimum turnover of more than INR 150 Cr per annum from Strategy / advisory / consultancy Services in India, from India business in each of the last 3 years (FY 22-23-24), not including any works in Audit, Taxation, IT Implementation, Legal services	CA certificate showing revenues for the said three years
2	 Technical capacity: Bidder should have completed 'Eligible projects' on the following topics: Directly provided management consulting services to Indian Public Sector organizations / Ministries / Departments / States. Executed a minimum of two assignments (strategy/ visioning/ Roadmap/ Sectoral Plan) for government departments/ organisations (at National or State Levels) on Ocean, Climate & Sustainability/ Economic / Industrial Development/ Skill Development/ Fisheries/ Tourism/ ports and maritime in the last five years. Served as knowledge partner/ strategic partner/ consulting partner/ project or program management partner for International/ National/ State level project pertaining to Climate & Sustainability/ Economic Development/ international cooperation/Fisheries development tourism, ports and maritime in the past five years. 	Copy of Work Order/Contract and Project Completion Certificate issued by the Client/CA certified letter confirming project completion/receipt of payment from the project

who have delivered support to Ministries on International Cooperation (high-level international conventions such as UN COPs/ Conferences, G20, World Economic Forum)

Eligible projects

For the purpose of satisfying the conditions of eligibility under this RFP, advisory / consultancy projects in the last **5** years with professional fees (excluding taxes) of at least **INR 2 Cr.** per project in India of at least **USD 2,50000.** per project outside India and excluding project fees from IT implementation, audit / compliance shall be deemed as 'eligible projects.'

To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit a copy of the contract / work orders indicating the details of the assignment, client, value of assignment / proportionate value in use of projects /assignment in progress and year of award alongwith the project completion certificates/certificate duly certified by CA mentioning the project milestone completion and receipt of corresponding payments thereof.

2.2.3. Availability of Key Personnel

The Bidder shall offer and make available all key personnel meeting the requirements specified below:

Ke	Key Personnel Requirement-		
1	Team Leader- Governance (20% of total project days)	 Minimum 20 years of years' experience in development of / handling of consultancy for large-scale projects and management of large inter-disciplinary teams. Professional qualification. Postgraduate in Economics, Commerce or Business Management/Engineering etc. Executed Govt. projects on Ocean sustainability, Climate Change/ Economic / Industrial Development/ Skill Development/ Fisheries/ Tourism/ 	

		marine biodiversity/ ports and maritime/ Economic Development/ international cooperation Experience in managing minimum 2 Consultancy projects in investment promotion or economic sectors like industry/ urbanization/ transportation/ Aquaculture/ Fisheries/ logistics/ tourism/ ports or equivalent. Experience in managing minimum 2 Consultancy projects in investment promotion or economic sectors like Industry/ Urbanization/ Transportation/ Aquaculture/ Fisheries/ Logistics/ Tourism/ Ports or equivalent.
2	Deputy Team Leader/Senior Technical Expert for Climate Change & Blue Economy (for 30% of total project days)	 Minimum total years of experience: 15 years Professional Qualification- Postgraduate in Economics, Commerce or Business Management / Engineering etc. Led a minimum of 2 projects on sustainability / climate change / energy/ Fisheries / Marine Bio diversity and environment Executed a minimum 02 projects within Indian Public Sector with Central / State Governments, PSUs in energy / environment / climate change / sustainability. Possesses experience of working in Departments handling matters related to Environment/Climate Change at central or state level

3	Technical Expert Project Manager - (50% of total project days)	 Minimum total years of experience: 10 years Postgraduate professional qualification in Economics, Commerce or Business management Experience of executing relevant assignments covering topics around Blue Economy/Tourism/Fisheries environment/ Sustainability/ Marine Planning or relevant areas Projects in India and abroad on climate change/ mitigation and adaptation/ climate finance/ climate project structuring across sectors Minimum 02 projects within Indian Public Sector with Central / State Governments, PSUs on climate change – diagnostics, strategy, stakeholder engagement, fostering private sector participation
4	Climate and renewable expert - (20% of total project days)	Proposed: Master's degree in Energy/ Environment science/ Arts / Public Policy and Governance/ Management or equivalent. Minimum of 08 years of total experience (Post Qualification) Additional certifications or courses in climate change mitigation/adaptation, Energy Transition, renewable energy technologies or sustainable development would be preferred. Familiarity with policies, regulations, and initiatives related to the blue economy/ renewable energy in India. Should possess

		Strong research, analytical, and communication skills, as well as the ability to work collaboratively in interdisciplinary teams.
5	Environmental/ Sustainability Expert (100% of total project days)	 Master's degree in / Planning/ Economics/ Management or equivalent related to environment/ Environmental Science, Sustainability, Environmental Management or equivalent Minimum 08 years' experience in designing and implementing sustainability initiatives. Expertise in environmental impact assessment, life cycle assessment, marine diversity and other relevant analytical tools. Knowledge of environmental regulations, standards, and best practices. Familiarity with industry/ sector-specific environmental issues and challenges.
6	Economic Development Expert (80% of total project days)	 Master's degree in Economics/ Finance/ Management or equivalent related to economic/ financial development Minimum 05 years' experience in In-depth understanding of economic development theories, principles, and best practices. Familiarity with local, regional, and national economic policies and regulations. Experience in managing economic development projects from conception to implementation.

7	Public Sector/Policy framework Expert (50% of total project days)	 Master's degree in Economics/ Social Science/ Arts / Public Policy and Governance/ Management or equivalent Minimum of 05 years of total experience (Post Qualification) in: Researching and analyzing public policy issues At least 03 years of experience of consulting with Central/ State Govt. or Bilateral/Multi-lateral State/Central PSUs on Policies & procedures to improve existing programs. Minimum 01 year of experience of developing proposals for new laws or
8	Digital Solution Expert (100% of total project days)	regulations. Proposed: Bachelor's degree in Marketing, Digital Technologies, Business, or a related field. Minimum of 05 years Proven experience in digital marketing, strategy development, and project management. Strong understanding of digital marketing tools and platforms (e.g., Google Analytics, SEO tools, CRM software). Excellent analytical and problem-solving skills.

- 2.2.4. The Bidder shall have to mandatorily submit CV of all Key personnel as mentioned above in the format provided in the RFP.
- 2.2.5. The proposed experts should be proficient in working on MS Office and should be open to travel as per project requirement. The maximum age limit of 55-60 years for team leader and 45-50 years for other team members.
- 2.2.6. The replacement of personnel proposed by Bidder in not allowed. Replacement of personnel is allowed ONLY in case of unavoidable circumstances, replacement should be done after prior consultation and approval of MoES. The personnel proposed as replacement should have equivalent or better qualification and experience.

2.2.7. **Power of Attorney**

The Bidder should submit a Power of Attorney as per the format at **Form - 4 of Appendix- I**; provided, however, that such Power of Attorney would not be required if the bid submission is signed by a Partner or Director (on the Board of Directors) of the Bidder.

2.2.8. Entities barred by Government/ PSUs

Any entity which has been barred by the Central Government, any State Government, a statutory MoES or a Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate in India.

2.2.9. Past performance of the Bidder

A Bidder or its Associate in India should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial MoES or a judicial pronouncement or arbitration award against the Bidder or its Associate in India, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate in India.

2.2.10. While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms as per requirement, making due provision for incorporation of the requested information.

2.3. Conflict of Interest

- 2.3.1. A bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the MoES shall act as per bid security declaration.
- 2.3.2. The MoES requires that the Knowledge partner provides professional, objective, and impartial advice and at all times hold the MoES's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for

future work. The Knowledge partner shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the MoES.

2.3.3. In the event that the Knowledge partner, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the MoES as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The MoES shall, upon being notified by the Knowledge partner under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Knowledge partner within a period not exceeding 15 (fifteen) days. [Refer Schedule 2 for guidance note]

2.4. Number of Proposals

No Bidder shall submit more than one bid for the Consultancy.

2.5. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the MoES, Project sites etc. The MoES will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

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

2.7. MoES not to be liable

The MoES shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the MoES.

2.8. Right to reject any or all Proposals

- 2.8.1. Notwithstanding anything contained in this RFP, the MoES reserves the right to accept or reject any Proposal and to annul the Selection Process and reject any or all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor.
- 2.8.2. Without prejudice to the generality of Clause 2.8., the MoES reserves the right to reject any Proposal if:
 - a. At any time, a material misrepresentation is made or discovered, or
 - b. The Bidder does not provide, within the time specified by the MoES, the supplemental information sought by the MoES for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the MoES reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the MoES, including annulment of the Selection Process.

B. DOCUMENTS

2.9. Contents of the RFP

2.9.1. This RFP comprises of two volumes as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal Volume 1

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation

- 4 Fraud and corrupt practices
- 5 Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Guidance note on conflict of interest

Appendices

Appendix – I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of the Bidder

Form 6: Eligible Assignments of Bidder

Form 7: Particulars of Key personnel

Form 8: Curriculum Vitae (CV) of Key Personnel

Form 9: Proposed Approach & Methodology Form 10: Bid Security

Declaration

Appendix - II: Financial Proposal

Form Fin- 1: Financial Proposal Submission Form

Form Fin-2: Financial Proposal (Lumpsum)

And, Checklist for bid submission

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may send their queries to the MoES in writing by e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8 with subject titled:

"Queries concerning Request for Proposal (RFP) for Appoint Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation"

The queries should clearly mention the concerned clause and page number of the RFP.

2.10.2. The MoES reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the MoES to respond to any question or to provide any clarification.

2.11. Amendment of RFP

- 2.11.1. At any time prior to the deadline for submission of Proposal, the MoES may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment/ Corrigendum and posting it on the Official Website.
- 2.11.2. All such Addendum/ Amendment/ Corrigendum will be notified on the Official Website along with the revised RFP if required containing the amendments and will be binding on all Bidders.
- 2.11.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the MoES may, in its sole discretion, extend the PDD. If date extended, it will be notified on the websites.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

- 2.13.1. The Bidder shall provide all the information sought under this RFP. The MoES would evaluate only those Proposals that are received in the specified forms and complete in all respects and by due date and time.
- 2.13.2. The Bidder shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at **Clause 1.8**.

- 2.13.3. Bids along with all the scanned copies of the document should be submitted in the electronic form only through GeM Portal e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using scanned signatures by the authorized representative (the "Authorized Representative") as detailed below:
 - (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the Authorized Representative of the bidder.

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarized by a notary public in the form specified in **Appendix-I (Form-4)** shall be uploaded along with the Proposal.

2.13.4. The Technical bid should be submitted as per details provided in Clause 1.8.1 in original through Speed Post / Registered Post or delivered by hand to the person specified in the Clause 1.11.1 in a sealed envelope, failing which the Bid shall be rejected:

The envelope specified in this clause 2.13.4 shall clearly bear the following identification:

"RFP for Appoint Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation"

If this envelope is not sealed and marked as instructed above, the MoES assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

2.13.5. Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the MoES, and that evaluation will be carried out only on the basis of Documents uploaded on the GeM portal by the closing time of Proposal Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be

summarily rejected. For the avoidance of doubt, the MoES reserves the right to seek clarifications under and in accordance with the provisions of **Clause 2.24**.

2.14. Technical Proposal

- 2.14.1. Bidders shall submit the technical proposal in the formats given in **Appendix-I** (the "**Technical Proposal**").
- 2.14.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
 - a. The Bid Security Declaration is provided.
 - b. All forms are submitted in the prescribed formats and signed by the prescribed signatories.
 - c. Power of Attorney, if applicable, is executed as per Applicable Laws;
 - d. CVs of all Professional Personnel have been included;
 - e. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 3.1** of the RFP:
 - f. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - g. the CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder. A copy of the CV signed by Key Personnel, duly countersigned by the authorized signatory, shall be accepted. Unsigned CVs shall be rejected;
 - h. the CVs shall contain an undertaking from the respective Key Personnel about his/ her availability for the duration specified in the RFP;
 - i. Professional Personnel proposed have good working knowledge of English language;
 - j. Key Personnel would be available for the period indicated in the TOR;
 - k. The proposal is responsive in terms of **Clause 2.22.3.**
- 2.14.3. Failure to comply with the requirements spelt out in this **Clause 2.14** shall make the Proposal liable to be rejected. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

- 2.14.4. The MoES reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the MoES to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MoES thereunder.
- 2.14.5. In case it is found during the evaluation or at any time before issuing of award letter or after its issuance and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Knowledge partner either by issue of the LOA and if the Selected Bidder has already been issued the LOA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the MoES without the MoES being liable in any manner whatsoever to the Selected Bidder or Knowledge partner, as the case may be.

In such an event, the MoES shall execute the provision of Bid Security Declaration / forfeit and appropriate the Performance Security, as the case may be, as mutually agreed pre- estimated compensation and damages payable to the MoES for, *inter alia*, time, cost and effort of the MoES, without prejudice to any other right or remedy that may be available to the MoES.

2.15. Financial Proposal

- 2.15.1. Bidders shall submit the financial proposal in the formats at **Appendix-II** (the "**Financial Proposal**") clearly indicating **the total cost of the Consultancy in both figures and words**, in Indian Rupees INR, and signed by the Bidder's Authorized Representative.
- 2.15.2. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal, except the cost indicated in clause 2.16.2- ii & iii below. These shall normally cover remuneration for the personnel, surveys, equipment, printing of documents, food, OPEs, etc.
 - (ii) GST at applicable rates shall be paid extra.

- (iii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- 2.15.3. Discrepancies/ non-conformities/ errors in the financial bid form will be addressed as follows:
 - (i) If, in the cost structure quoted, there is discrepancy between the unit cost and total cost, the unit cost shall prevail and the total shall be corrected accordingly;
 - (ii) If there is an error in the total corresponding to the addition and subtraction of the sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - (iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
 - (iv) Such a discrepancy in an offer will be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected and considered unresponsive.

2.16. Submission of Proposal

- 2.16.1. The Bidders shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as perthe version uploaded by the MoES and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the MoES, the latter shall prevail.
- 2.16.2. The proposal shall need to be submitted online on the GeM Portal itself; Manual/ Offline bids shall not be accepted under any circumstances. Also, the Bidder shall have to separately send Power of Attorney in original to the MoES as specified in the Clause 2.14.4.
- 2.16.3. The Technical and Financial bids must be submitted online in their respective folders, one clearly marked "Technical Proposal" and the other clearly marked "Financial

Proposal'. It is further provided that

(i). The folder marked —Technical Proposal shall contain:

Technical Proposal in the prescribed format (Form-1 of Appendix-I) alongwith Forms 2 to 10 of Appendix-I and supporting documents; and

(ii). The folder marked —Financial Proposal shall contain:

Financial Proposal in the prescribed format (Forms Fin-1 and 2 of Appendix-II).

- 2.16.4. All pages of the Technical Proposal and Financial Proposal must be numbered and signed by the Authorized Representative of the Bidder.
- 2.16.5. The complete Proposal must be submitted online on or before **1730Hrs** on the Proposal Due Date specified in **Clause 1.8**. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.
- 2.16.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the MoES and discharge of all obligations of the Knowledge partner under the Agreement.

2.17. Proposal Due Date (PDD)

- 2.17.1. Proposal should be submitted online on the GeM portal, on or before 1730 Hrs on the Proposal Due Date specified at Clause 1.8 in the manner and form as detailed in this RFP. The bidder is advised to retain the acknowledgement of the online submission of the bid for future reference.
- 2.17.2. The MoES may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with **Clause 2.12** uniformly for all Bidders.

2.18. Late Proposal

Proposals submitted after the due date will not be accepted by the GeM portal and hence will automatically be rejected. The MoES will in no case be responsible if the bid is not submitted online within the specified timelines.

2.19. Modification/ substitution of Proposals

- 2.19.1. The bidder may modify, substitute, or withdraw its proposal by logging into the GeM portal prior to the proposal due date and time.
- 2.19.2. No Proposal shall be modified, substituted, or withdrawn by the bidder on or after the Proposal Due Date.
- 2.19.3. Any request for alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the MoES, shall be disregarded.

2.20. Bid Security Declaration

The Bidder shall furnish as part of its Proposal, a "Bid Security Declaration" as per Form 10- Appendix-I. Any Bid not accompanied by the 'Bid Security Declaration' will be rejected by the MoES as non-responsive.

D. EVALUATION PROCESS

2.21. Evaluation of Proposals

- 2.21.1. The MoES shall open the Proposals at 1100Hrs on the next working day after the Proposal. The folder of technical proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.
- 2.21.2. Proposal withdrawn prior to proposal due date shall not be considered for evaluation.
- 2.21.3. Prior to detailed evaluation of Proposals, the MoES will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive, only if:
 - a. The Technical Proposal is received in the form specified at Appendix-I;
 - b. It is received by the PDD including any extension thereof pursuant to Clause

2.17;

- c. It is signed, sealed & marked as stipulated in Clauses 2.14 and 2.17;
- d. It is accompanied by the Power of Attorney as specified in Clause 2.3.4;
- e. It contains all the information (complete in all respects) as requested in the RFP;
- f. It does not contain any condition or qualification; and
- g. It is not non-responsive in terms hereof.
- 2.21.4. The MoES reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the MoES in respect of such Proposals.
- 2.21.5. The MoES shall subsequently examine and evaluate Proposals in accordance with the Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6. After the technical evaluation, the MoES shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders, who are technically qualified and who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.21.7. Bidders shall be deemed to have understood and agreed that the MoES shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8. Any information contained in the Proposal shall not in any way be construed as binding on the MoES, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the MoES in relation to matters arising out of, or concerning the Selection Process. The MoES shall treat all information, submitted as part of the Proposal, in confidence and

shall require all those who have access to such material to treat the same in confidence. The MoES may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the MoES or as may be required by law or in connection with any legal process.

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure thereafter enters the public domain other than as a result of a breach of duty of the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employee's or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive for 3 years Post termination of the Contract.

2.23. Arbitration / Dispute Resolution Mechanism

- I. The Department and the PMU shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- II. If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Secretary, Department MoES, Government of India and his decision shall be final and binding upon both parties.
- III. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Secretary, Department MoES, Government of India, the supplier shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.
- IV. The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the supplier, if the agency fails to comply with any decision delivered by Secretary, Department MoES, Government of India.

2.24. Termination

2.24.1. An agreement will be done between department and selected bidder. The agreement or contract may be terminated from both the parties. The department may give notice to selected bidder for termination of contract in 3-month advance. The selected bidder may also intimate the department for termination of contract at least 3 months in advance. The contract will terminate automatically as per given timeline if contract is not terminated before maturity.

2.25. LIMITATION OF LIABILITY:

2.25.1. The liability of the agency selected (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this assignment, including the work, or Services covered under this assignment, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.

Note: - The duration of the project may be extended for a similar period upon mutual agreement between the parties hereto. Any extension shall be formalized in writing and shall be subject to an annual increment of 10% on the total compensation, unless otherwise agreed upon in writing by both parties.

2.26. Clarifications

- 2.26.1. To facilitate evaluation of Proposals, the MoES may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the MoES for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.26.2. If a Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the MoES may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the MoES. Information sought / provided by the bidder should not constitute any material deviation from the proposal submitted by the bidder.

E. APPOINTMENT OF KNOWLEDGE PARTNER

2.27. Discussion

- 2.27.1. The Selected Bidder may, if necessary, be invited for discussion with an objective to re-confirm the obligations of the Knowledge partner under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be conversed during the discussion. In case the Selected Bidder fails to reconfirm its commitment, the MoES will scrap the bid for that site and call for Re-bid. The MoES may also declare the Selected Bidder (including all members in case of consortium) as unfit/ blacklisted for future bidding.
- 2.27.2. The MoES may examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the MoES.

2.28. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued by the MoES to the

Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, give letter of unconditional acceptance of the same. In case unconditional acceptance is not received within time, the MoES may, unless it consents to extension of time for submission thereof, take action as per bid security declaration.

2.29. Submission of Performance Security

The selected bidder will submit a Performance Security for a sum of 5% (Five Percent) of the total contract value in the form of Bank Guarantee (BG) as per the format given in the appendix 2 of the RFP. Failure to submit the performance guarantee will lead to action as per bid security declaration.

2.30. Execution of Agreement

After submission of Performance Security in the form of Bank Guarantee, the selected Bidder shall execute the Agreement as per the draft given in Vol 2 of the RFP. The selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Knowledge partner fails to sign the agreement within the stipulated time prescribed in the RFP or as may be agreed by the MoES, action shall be taken against the bidder as per bid security declaration.

2.31. Commencement of Assignment

The Knowledge partner shall commence the Services within 14 (fourteen) days of the date of the Agreement, or such other date as may be mutually agreed.

2.32. Invitation to the Second Ranked Bidder

If the selected bidder fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified in Clause 2.29, action shall be taken as per Bid Security declaration against the first ranked bidder.

2.33. Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the MoES or submitted by a Bidder to the MoES shall remain or become the property of the MoES. Bidders and the Knowledge partner, as the case may be, are to treat all information as strictly confidential. The MoES will not return any Proposal, or any information related thereto.

2.34. Penalty Clause

- 2.34.1 If the Knowledge Partner fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, the Knowledge Partner shall without prejudice to any other right or remedy of the MoES on account of such default, pay compensation (not by way of penalty) at the rate of 0.5 % (zero point five percent) per week or part of the week on the total value of the contract subject to a maximum of 5% of the total value of the contract.
- 2.34.2 Payment of such penalty shall not relieve the Knowledge Partner of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

3. CRITERIA FOR EVALUATION

3.1. Evaluation of Technical Proposals

- 3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's relevant experience, Key personnel proposed for the assignment, Bidder's approach and methodology etc. This evaluation shall be done by a designated committee.
- 3.1.2. The scoring criteria to be used for evaluation shall be as follows:

S. No.	Criteria	Max Marks
A.	Financial Strength and Relevant Experience of the firm	35
B.	Case Study/ies, Approach and Methodology	35
C.	Relevant Experience of the Team	30
	Total	100

3.1.3. The detailed breakup of marks is as under:

S.	Evaluation Parameter	Criteria for marking	Maximum		
No.			Marks		
A. I	A. Financial Strength and Relevant Experience of the Bidder (35 Marks)				
A1	Average Annual turnover of	5 marks for the firm with highest	05		
	the firm of last three financial	average annual turnover, other			
	years (2021-22, 2022-23 and	firms to be awarded pro rata marks			
	2023-24)				

A2	i. No. of similar projects (Strategy/ Visioning/ Roadmap/ Sectoral Plan) on Clean Energy/ Climate & Sustainability/ Economic Development/ Industrial Development/ fisheries/ ports and maritime or Similar Sector Development for Central Ministries/State Departments/PSUs of India	2 projects (2 marks) 3 -5 projects (3 marks) >5 projects (5 marks)	05
	ii. Experience of working and managing blue economy projects/ large maritime/ fisheries/ aquaculture schemes with the state or central Govt.	Managing at least one scheme or projects (5 Marks)	05
A3	i. Knowledge paper/ thematic paper for Aquaculture/ Fisheries / Blue Economy Environment/sustainability for Central Government department	1 Paper (5 marks)	10
	ii. Years of Experience in managing Aquaculture/Fisheries/ Environment and sustainability related projects in Government sector	For every year 1 mark (Max 5 marks)	
A4	Experience of developing coastal infrastructure/Industry/ ports/ harbor/marine fisheries/ blue economy/Tourism/urban development/ related projects	For 1 Project 2.5 Marks For 2 Projects 5 Marks	5

A5	Marking for Preferred Criteria (can 2.5 marks for each criterion 5	5
	be of Knowledge Partner or	
	Knowledge Partner's Sub-	
	Consultant)-	
	a. Experience of working with	
	MoES or office attached to	
	MoES	
	b. Delivered support to	
	Ministries on International	
	Cooperation (high level	
	International Conventions	
	such as UN	
	COPs/Conferences/G20/	
	World Economic Forum)	

B.	Case Studies & Approach and Metho	dology (35 Marks)	
B.1	Quality of case studies of similar engagements at a Central or State govt. level on similar engagements in last five years	1	5

B.2	Approach including pre	and esentati	Methodol	ogy	Bidders will be evaluated on the adequacy of the proposed methodology and work plan: a. Understanding of the TOR, its purpose, scope, key challenges and learnings from past implementations along with the bidder's relevant skill sets, pertinent capabilities, proprietary consulting tools and awards and recognition. • Approach & Methodology-Comprehensive and robust project approach including detailed methodology, overall implementation strategy, project management and governance mechanism, existing tools, IP and assets, and illustrations from related
					global work relevant to the current RFP. Work Plan (including deliverables and schedule) Presentation to the bid issuing MoES
B.3	Approach Knowledge	for	Transfer	of	5
C. ⁻	Team Experie	ence & E	Expertise (30 M	arks)
1	Team Leade days)	er (20%	of total pro	ject	Proposed: • Minimum 20 years of years' (3 marks for experience in development of / handling of /consultancy for large-scale projects and experience,2 management of large inter-

			disciplinary teams.	quality of
			 Professional qualification. 	knowledge
			Postgraduate in Economics,	and
			Commerce or Business	interaction.)
			Management/Engineering	,
			etc.	
			Executed govt projects on	
			Ocean sustainability, Climate	
			Change/ Economic / Industrial	
			Development/ Skill	
			Development/ Fisheries/	
			Tourism/ marine biodiversity/	
			ports and maritime/ Economic	
			Development/ international	
			cooperation	
			Experience in managing	
			minimum 2 Consultancy	
			projects in investment	
			promotion or economic	
			sectors like industry/	
			urbanization/ transportation/	
			Aquaculture/ Fisheries/	
			logistics/ tourism/ ports or	
			equivalent.	
2	Deputy Team Leader/Senior	•	Proposed:	5
	Technical Expert for Climate Change & Blue Economy (for 30%)	•	Minimum total years of experience: 15 years	(3 marks for qualification
	of total project days)		,	and
		•	Professional qualification- Postgraduate in Economics,	experience,
			Commerce or Business	2 marks for
			Management / Engineering etc.	quality of
		•	Led a minimum of 2 projects on	knowledge
			sustainability / climate change /	and
			energy/ Fisheries / Marine Bio	interaction.)
			diversity and environment	
		•	Executed a minimum 02 projects	
			within Indian Public Sector with	
			Central/ State Governments,	

		PSUs in energy / environment/climate change/sustainability.	
3.	Technical Expert cum Project Manager - (50% of total project days)	 Minimum total years of experience: 10 years Postgraduate professional qualification in Economics, Commerce or Business management Experience of executing relevant assignments covering topics around Blue Economy/Tourism/Fisheries environment/Sustainability/Marine Planning or relevant areas Projects in India and abroad on climate change/mitigation and adaptation/climate finance/climate project structuring across sectors Minimum 02 projects within Indian Public Sector with Central / State Governments, PSUs on climate change – diagnostics, strategy, stakeholder engagement, fostering private sector participation 	5 (3 marks for qualification and experience,2 marks for quality of knowledge and interaction.)

4	Climate and Renewable expert -	Master's degree in Energy/	2
	(20% of total project days)		`
		. ,	qualification
		governance/ management	and
		or equivalent. (1 Marks)	experience,0.5
		 Minimum of 08 years of total 	marks for
		experience (Post	quality of
		Qualification) (0.5 Mark)	knowledge
		 Additional certifications or 	and
		courses in climate change	interaction.)
		mitigation/adaptation,	
		Energy Transition,	
		renewable energy	
		technologies, marine	
		conservation, or	
		sustainable development	
		would be preferred. (0.5	
		Marks)	
		 Familiarity with policies, 	
		regulations, and initiatives	
		related to the blue economy/	
		renewable	
		energy in India. (0.5 marks)	

5	Environmental/ Sustainability Expert (100% of total project days)	 Master's degree in / Planning/ Economics/ Management or equivalent related to environment/ Environmental Science, Sustainability, Environmental Management or equivalent (2 Marks) Minimum 08 years' experience in designing and implementing sustainability initiatives. (2 Mark) Expertise in environmental impact assessment, life cycle assessment, and other relevant analytical tools. (1 Mark) Knowledge of environmental regulations, standards, and best practices. Familiarity with industry/ sector-specific environmental issues and 	5 (3 marks for qualification and experience,2 marks for quality of knowledge and interaction.)
		sector-specific environmental issues and challenges.	
6	Economic Development Expert (80% of total project days)	 Master's degree in Economics/ finance/ management or equivalent related to economic/ financial development (1 Marks) Minimum 05 years' experience in in-depth understanding of economic development theories, principles, and best practices. (1 Mark) 	3 (2 marks for qualification and experience,1 marks for quality of knowledge

		Experience in managing economic development projects from conception to implementation. (1 Mark) and interaction.)
7	Public Sector/Policy Framework Expert (50% of total project days)	 Master's degree in Economics/ Social Science/ Arts / Public Policy and Governance/ management or equivalent At least 03 years of experience of consulting with Central/ State Govt. or Bi-lateral/Multi-lateral State/Central PSUs on Policies & procedures to improve existing programs. Minimum 01 year of experience of developing proposals for new laws or regulations.

8	Digital Solution Expert (100% of	•	Bachelor's degree in	3
	total project days)		Marketing, Digital	(2 marks for
			Technologies, Business, or	qualification
			a related field.	and
		•	Minimum of 05 years	experience,1
			Proven experience in digital	marks for
			marketing, strategy	quality of
			development, and project	knowledge
			management.	and
		•	Strong understanding of	interaction.)
			digital marketing tools and	
			platforms (e.g., Google	
			Analytics, SEO tools, CRM	
			software). (1 Marks)	

3.2. Short-listing of Bidders on Technical Proposal

The Bidder should mandatorily score min. 75% marks in each criteria mentioned in Clause 3.1.2 above.

Only those Bidders whose Technical Proposals score of 75 (Seventy Five) marks or more out of 100 shall be short-listed for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (Tb). If there is only 1 (one) bid which is qualifying the technical criteria, the Ministry of Earth Sciences reserves the right to process the single bid without taking recourse to the process of re-tendering.

3.3. Evaluation of Financial Proposal

For financial evaluation, the total cost indicated in the Financial Proposal will only be considered.

3.4. Combined and Final Evaluation

3.4.1. Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

Bb = (0.8) * Tb + (0.2) x (Cmin / Cb *100) Where,

Bb = overall combined score of bidder under consideration (calculated up to two decimal points)

Tb = Technical score of the bidder under consideration

Cb = Financial bid value of the bidder under consideration

Cmin = Lowest financial bid value among the financial proposals under consideration

3.4.2. The Selected Bidder shall be the Bidder having the highest combined score (H1).

4. INTEGRITY PRACTICES

4.1. Action to be taken in case of Prohibited Practices

- 4.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the MoES shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the MoES shall, without prejudice to its any other rights or remedies, take action as per bid security declaration and forfeit Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the MoES for, inter alia, time, cost and effort of the MoES, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 4.1.2. Without prejudice to the rights of the MoES under Clause 4.1 hereinabove and the rights and remedies which the MoES may have under the contract, if a Bidder or Knowledge partner, as the case may be, is found by the MoES to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the signing of contract, such Bidder or Knowledge partner shall not be eligible to participate in any tender or RFP issued by the MoES during a period of 2 (two) years from the date such Bidder or Knowledge partner, as the case may be, is found by the MoES to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.2. Definition of Prohibited Practices

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a). "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of

employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MoES who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MoES, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA as the case may be, any person in respect of any matter relating to the Project or the LOA who at any time has been or is a legal, financial or technical Knowledge partner / adviser of the MoES in relation to any matter concerning the Project;

- (b). "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c). "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d). "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the MoES with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e). "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.1.2. The MoES, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i). Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (ii). Consult with any Bidder in order to receive clarification or further information;
 - (iii). Retain any information and/or evidence submitted to the MoES by, on behalf of and/or in relation to any Bidder; and/or
 - (iv). Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.1.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the MoES, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future
- 5.1.4. All documents and other information supplied by the MoES or submitted by any Bidder shall remain or become, as the case may be, the property of the MoES. The MoES will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 5.1.5. The MoES reserves the right to make inquiries with any of the clients listed by the Bidders for their previous experience record.

Schedules

SCHEDULE - 1: TERMS OF REFERENCE (TOR)

(See Clause 1.1.3)

1. Background and objectives

The ocean is vital to the world's economy, with more than 90% of trade using sea routes and as a source of jobs for millions of people. The ocean is also the stage for a growing range of new ocean-related economic activities and constant innovations. It holds vast natural capital (Ocean Asset Value), estimated at USD 24 trillion, and helps mitigate global climate change by sequestering about 25 per cent of global anthropogenic emissions of carbon dioxide. The oceans provide livelihood to over 3 billion people, primarily in those developing countries having huge coastal lines and the population is dependent on the ocean for food and income. Furthermore, it is estimated that 80% of world trade is facilitated by maritime shipping. While there is yet to be a common definition of blue economy, the World Bank explains the concept as "sustainable use of ocean resources for economic growth, improved livelihoods, and jobs while preserving the health of the ocean ecosystem." Sizeable opportunities lie in unlocking the true potential of Blue Economy when it comes to offshore wind, marine biotechnology, sea weeds exports apart from traditional avenues of fisheries, aquaculture, shipping and coastal tourism.

The context of ocean sustainability and blue economy in India-

India has a coastline spanning 7,517 km that includes nine coastal states and circumvents 1,382 islands. India is the second largest fish-producing nation in the world and about 4 million fisherfolk are dependent on the coastal economy apart from large employment opportunities created by maritime industries such as ship-building, tourism and trade. With its 12 major ports and 187 non-major ports, 95% of trade is facilitated by shipping accounting to 4% of India's GDP. In 2021, India released the Draft National Policy for Blue Economy aiming to enhance the GDP contribution of the Blue Economy, improve the lives of coastal communities and preserve marine biodiversity. Further, the need to build a sustainable and resilient blue economy came to the forefront during India's G20 Presidency in 2023, wherein leaders committed to conserving, protecting, restoring and sustainably using the world's ocean, marine ecosystems at the Summit. Through the yearlong deliberations under the G20 Environment and Climate Sustainability Working Group, the "Chennai High Level Principles for Blue/ Ocean-based Economy" has been adopted by G20 environment and climate ministers that paves a path for sustainable growth in Blue Economy. The global dialogue on blue economy has advanced over time across for asuch as UNEA, SDG 14 Conference, Ocean Conference, Ocean Summit to shape the contours of ocean action, covering marine spatial planning, marine litter, coastal ecosystem protection and biodiversity beyond national jurisdiction, among others.

A successful Blue Economy needs to include all facets of resource utilisation in a holistic and inclusive manner sustainably implemented in areas of fisheries, tourism and shipping, among others.

- India has been actively engaging on all international platforms to take up the leadership and advocacy position in Blue Economy.
- India recognises that strategic formulation of project pipeline within Blue Economy space can also bring in investments and trade that would result in GDP growth.
- India also needs to integrate its various schemes such as the "Blue Revolution" unveiled in 2020 on sustainable fisheries, the Deep Ocean Mission of 2021, various initiatives under the maritime India Vision 2030, state level initiatives that are being undertaken by Maharashtra, Karnataka, Tamil Nadu, Orissa, Kerala and other union territories.
- India imminently needs to make coastal regions resilient from adverse effects of climate change and build in the ethos of sustainability and resilience in all activities of Blue Economy.

India's Vision of New India by 2030 lists the blue economy as one of ten core growth areas, and it has targeted a USD 100 billion blue economy through its Deep Ocean Mission and ocean resources. This would require robust inter-ministerial coordination, blueprint development for implementation and advocacy via international platforms. In this context, Ministry of Earth Sciences, the nodal ministry for blue/ ocean-based economy implementation in India intends to onboard a top tier management consulting firm as "Strategic Partner Ministry of Earth Sciences, Govt. of India on oceans and blue economy implementation" (hereinafter referred to as 'Strategic Knowledge Partner') to deliver the below detailed scope of work and contribute to the development of an equitable & sustainable Blue Economy.

2. Scope of Work ('SOW')

The Strategic Knowledge Partner will provide these value adding services:

- A) Strategic Support for Biodiversity Beyond National Jurisdiction ('BBNJ') implementation in India and upcoming priority international events under international cooperation
 - i) Strategic Support for BBNJ Implementation in India
 - Strategic global inputs and insights including best practices in blue economy and stance of different countries especially emerging economies on BBNJ
 - Preparation of Negotiation Toolkit for the Chair
 - Review of current legislative and policy framework in India in the light of global negotiations around BBNJ
 - Assessment of implications and legislative amendments required to implement BBNJ for India
 - Convening of roundtables (2 national), focus group discussions and workshops at state levels (3 sub-national) on BBNJ implications and sensitization

- Bring in private sector/industry involvement, through brainstorming workshop (2 national) with FICCI/CI1I in BBNJ implementation and development of possible business models for the private sector
- ii) Strategic support and real-time analytical advisory to Indian delegation during notable conferences in the field of ocean sustainability and blue economy

The Indian delegation will be participating at the following conferences:

- SDG 14 Conference
- High Level Event on Ocean Action (HLEOA)
- Intergovernmental Conference on Marine Biodiversity of Areas Beyond National Jurisdiction
- World Ocean Summit/UNESCAPE Meetings
- UN Ocean Conference

Knowledge Support will be specifically provided to these above five fora through:

- Background papers (2 each) for each of the above five conferences that would involving in-depth data analytics, early insights and possible advocacy pointers and support in formulating strategic and voluntary commitments from India's perspective on specific topics
- Sharing of global and Indian best practices, cum expert stance on relevant topics
 (1 for each conference before the commencement of each of the conferences)
- Development of white papers on technical areas (2 each for every conference)
- iii) Strategic support to the Ministry in conceptualization and operationalization of a global knowledge and collaboration platform on blue/ ocean-based economy, to be launched and led by India (e.g., Global Blue Alliance)

B) Implementation support for Blue Economy Roadmap

i. Blue Economy - Strategy and Roadmap development (5 Years timeframe)

- Development of 5-year implementation strategy and roadmap (including institutional structure, resource requirements, economic/value chain analysis, investment targets and developing value propositions) for the Blue Economy policy
- Co-create an action plan along with activities and resources required for implementation of the High Level principles on Blue/ Ocean based Economy adopted by G20 nations during India Presidency 2023
- Support development of "National Accounting Framework" for Blue Economy in India
- Devise India's role in the "High Level Panel on Sustainable Ocean Economy" through expert and inter-ministerial consultations

 Propose high level interventions on Coastal Resilience enhancement methodologies & develop India perspective on "Digital Ocean", to be launched as a thought leadership

ii. Blue Economy Regulations, Schemes, Budgets and Project Pipeline development

- Support in Regulations to be anchored by MoES based on Blue economy policies for India
- Support in drafting developmental schemes, provide analysis on required budget allocation for the schemes across ministries, provide strategy for mobilizing financial resources for each of the important projects
- Recommendations on enhancing Public Private Partnerships and accelerating private sector engagement for implementation of project pipeline.
 - Support in national and state level consultation for pipeline development and sensitization workshops (East Coast and West Coast)
 - Development of robust pipeline for blue economy related projects based on techno-economic feasibility studies undertaken by central/state level bodies/institutions
 - Prioritisation of pipeline projects based on budgets, timelines and priority of Government of India (GoI)/MoES and potential impacts & co-benefits
 - Analysis of budgetary support required and financing strategy
 - Analysis of skills and manpower requirements, need of digital interfaces and keeping in view sustainability issues in all of the projects in the pipeline

iii. Support in Design of Blue Economy Dashboard for Project Monitoring and Evaluation

- Develop framework and wireframes for dynamic progress and monitoring tracker for reference of various stakeholders.
- Provide strategic advise on parameters and design elements of IT Dashboard for project monitoring of progress, web portal design
- Support IT department of MoES/support in hiring/procuring a IT partner in implementing the dashboard design and website development
- Develop linkages to the PM Gati Shakti platform

Apart from the above SoW, the Strategic Knowledge Partner will provide strategic support to MoES to engage with identified national & international organizations. (e.g. National: key ministries, Govt, bodies, agencies, think-tanks etc.; International: organization traditionally involved in the Blue/ Ocean Economy related activities. SKP is required to perform tasks related to generation of concept notes, policy briefs, background documents & technical feedback to knowledge papers, Ministerial Talking points, Cabinet Notes etc received from other Ministries/Departments and International agencies in relation to Blue Economy.

SCHEDULE-2: Deliverables, Timelines and Payment

The assignment is proposed to be of 18 months duration, which may be extended by 6 months based on requirement and in proportion to present commercials taking into account year on year inflation rates. The key deliverables to be submitted by the Strategic Partner and associated timelines are as mentioned in the below table:

Sr. No.	Deliverable name	Timeline (T indicates kickoff date)	Indicative payment schedule
1	Inception cum Monthly Progress Report 1	T+4 weeks	7.5%
2	Monthly Progress Report 2	T+8 weeks	5%
3	Monthly Progress Report 3 along- with Quarterly Synthesis Report In Presentation Format (Synthesis of achievements in three months as a presentation will be submitted and shared with key Stakeholders)	T+12 weeks	5%
4	Monthly Progress Report 4	T+16 weeks	5%
5	Monthly Progress Report 5	T+20 weeks	5%
6	Monthly Progress Report 6 along- with Quarterly Synthesis Report In Presentation Format (Synthesis of achievements in six months as a presentation will be submitted and shared with key Stakeholders) Steering Committee Meeting – Minutes Submitted	T+24 weeks	7.5%
7	Monthly Progress Report 7	T+28 weeks	5%
8	Monthly Progress Report 8	T+32 weeks	5%
9	Monthly Progress Report 9 along- with Quarterly Synthesis Report In Presentation Format (Synthesis of achievements in three months as a presentation will be submitted and shared with key Stakeholders)	T+36 weeks	5%
10	Monthly Progress Report 10	T+40 weeks	5%
11	Monthly Progress Report 11	T+44 weeks	5%
12	End of Year Project Report along- with Quarterly Synthesis Report In Presentation Format (Synthesis of achievements in three months as a presentation will be submitted and shared with key Stakeholders)	T+52 weeks	7.5%

Sr. No.	Deliverable name	Timeline (T indicates kickoff date)	Indicative payment schedule
	Steering Committee Meeting – Minutes Submitted		
13	Monthly Progress Report 13	T+56 weeks	5%
14	Monthly Progress Report 14	T+60 weeks	5%
15	Monthly Progress Report 15 along- with Quarterly Synthesis Report In Presentation Format (Synthesis of achievements in three months as a presentation will be submitted and shared with key Stakeholders)	T+64 weeks	5%
16	Monthly Progress Report 16	T+68 weeks	5%
17	Monthly Progress Report 17	T+72 weeks	5%
18	End of Project Report 18 along- with Quarterly Synthesis Report In Presentation Format (Synthesis of achievements in three months as a presentation will be submitted and shared with key Stakeholders)	T+76 weeks	7.5%

Note: Comments on the report can be expected to be received within 7 days after submission of monthly reports; invoices are to be raised within 15 days of approval, and payments will be disbursed by MoES in one month.

2.1 An internal Project Evaluation Committee would be constituted to monitor an evaluate the performance of the knowledge (agency) against project objectives and outcomes. Based on the recommendation of the committee (PEC) the agency will be reimbursed against monthly invoices.

2.2 Knowledge partner's Input

The inputs of Key Personnel will be mix of both Project Office and Home Office based. As per requirement, the Knowledge partner has to make the Key Personnel/s available at MoES HO or any project site for attending key meetings and giving Presentations.

SCHEDULE-3: Guidance Note on Conflict of Interest (for Knowledge partner)

(See Clause 2.4)

- 1. This Note further explains and illustrates the provisions of **Clause 2.4** of the RFP and shall be read together therewith in dealing with specific cases.
- Knowledge partner s should be deemed to be in a conflict-of-interest situation if it can
 be reasonably concluded that their position in a business or their personal interest could
 improperly influence their judgment in the exercise of their duties. The process for
 selection of Knowledge partner s should avoid both actual and perceived conflict of
 interest.
- 3. Conflict of interest may arise between the MoES and a Knowledge partner or between Knowledge partner s and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a). MoES and Knowledge partner s:
 - (i). Potential Knowledge partner should not be privy to information from the MoES which is not available to others.
 - (ii). Potential Knowledge partner should not have defined the project when earlier working for the MoES.
 - (iii). Potential Knowledge partner should not have recently worked for the MoES overseeing the project.
 - (b). Knowledge partner s and concessionaires/contractors:
 - (i). No Knowledge partner should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii). No Knowledge partner should be involved in owning or operating entities resulting from the project.
 - (iii). No Knowledge partner should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the MoES who have current or recent connections to the companies involved, there- fore, needs to be avoided.

- 4. The normal way to identify conflicts of interest is through self-declaration by Knowledge partner s. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the MoES. All conflicts must be declared as and when the Knowledge partner s become aware of them.
- 5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the Knowledge partner's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Knowledge partner coupled with provision of safeguards to the satisfaction of the MoES.
- Another way to avoid conflicts of interest is through the appropriate grouping of tasks.
 For example, conflicts may arise if Knowledge partner s drawing up the terms of reference or the pro- posed documentation are also eligible for the consequent assignment or project.
- 7. Another form of conflict of interest called "scope-creep" arises when Knowledge partner s advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the MoES, but which will generate further work for the Knowledge partner s. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Knowledge partner s to extend the length of their assignment.
- 8. Every project contains potential conflicts of interest. Knowledge partner s should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the MoES at the earliest. Officials of the MoES involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I: TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Bidder's letter head)		
		(Date and Reference)
To,		
Secretary,		
Ministry of Earth Sciences, Government of India		
William of Earth Ociences, Government of India		
Sub: Request for Proposal (RFP) no.	dated	for

- Sir,
- With reference to your RFP Document mentioned above, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for APPOINTMENT OF STRATEGIC KNOWLEDGE PARTNER FOR MINISTRY OF EARTH SCIENCES ('MoES'), GOVERNMENT OF INDIA ON OCEANS AND BLUE ECONOMY IMPLEMENTATION. The proposal is unconditional and unqualified.
- 2. I/We acknowledge that the MoES will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Knowledge partner, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of appointment as the Knowledge partner for the aforesaid Project.
- 4. I/We shall make available to the MoES any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the MoES to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial MoES or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public MoES nor have had any

contract terminated by any public MoES for breach on our part.

7. I/We declare that:

- (a). I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the MoES;
- (b). I/We do not have any conflict of interest in accordance with Clause 2.4 of the RFP Document:
- (c). I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the MoES or any other public sector enterprise or any government, Central or State; and
- (d). I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e).I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Knowledge partner, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
- 8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Knowledge partner.
- 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates in India have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory MoES which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates in India.
- 11. I/We further certify that no investigation by a regulatory MoES is pending either against us or against our Associates in India or against our CEO or any of our Directors / Managers / employees.

- 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MoES [and/ or the Government of India] in connection with the selection of Knowledge partner or in connection with the Selection Process itself in respect of the above mentioned Project.
- 13. A bid securing declaration is attached, in accordance with the RFP document.
- 14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
- 16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
- 17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP document, we shall have no claim, right or title arising out of any documents or information provided to us by the MoES or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- 18. The Financial Proposal is being submitted separately as specified in the RFP. This Technical Proposal read with the Financial Proposal shall constitute the Bid which shall be binding on us.
- 19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Form-2: Particulars of the Bidder

1.1	Name of Firm:			
	Legal status (e.g. sole proprietorship or partnership):			
	Country of incorporation:			
	Registered address:			
	Year of Incorporation:			
	Year of commencement of business:			
	Principal place of business:			
	Name, designation, address and phone numbers, e-mail of authorized signatory of the Bidder:			
	Name: Designation: Company: Address: Phone No.:			
	Fax No.:			
	E-mail address:			
1.2	For the Bidder, state the following information:			
	(i) In case of non-Indian Firm, does the Firm have business			
	presence in India? Yes/No, If Yes, provide the office address(es)			
	in India.			
	(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No			

(Signatui stamp	re, name and designation of the authorized signatory) Company
	nnswer to any of the questions at (ii) to (v) is yes, the Bidder is ble for this consultancy assignment.
	years? Yes/No
(v)	Has the Bidder, suffered bankruptcy/insolvency in the last five
Yes/No	
(iv)	Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?
Yes/No	
	Has the Bidder ever failed to complete any work awarded to it by any public MoES/ entity in last five years?

Form 3: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.	Date:
To,	
Secretary, Ministry of Earth Sciences, Government of I Sir,	ndia
representative and has been duly authorize	nsert individual's name) will act as our ed to submit the RFP. Further, the authorised to furnish such letter and authenticate the
Thanking you,	
Yours faithfully,	
Authorized Signatory	
For and on behalf of	

Form-4: Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered hereby constitute, nominate, appoint and authorize Mr. / Ms	presently attorney nd on ou on with on ou limited writings sees to the governments of writings are sees to the governments.
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfull caused to be done by our said Authorized Representative pursuant to and in exercise powers conferred by this Power of Attorney and that all acts, deeds and things do said Authorized Representative in exercise of the powers hereby conferred shall always be deemed to have been done by us.	cise of the
IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 2024	₹L HAVE
For	
(Signature, name, designation and address)	
Witnesses:	
1. 2.	
Notarized Accepted	Ł
(Signature, name, designation and address of the Attorney)	

Appendix -I

Form-5: Financial Capacity of the Bidder

(Refer Clause 2.3.2 (B))

S. N	Financial Year	Annual Revenue from Strategy Advisory/consultancy services in India from India Business excluding Audit, Taxation, IT Implementation, Legal Services (in INR)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Certificate from the Statutory Auditor\$

This is to certify that. (Name of the Bidder) has an annual revenue from consultancy assignments as shown above.

(Signature, name and designation of the authorized signatory) Date:

Name, Seal and UDIN of Auditor

\$ In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Exchange rate should be taken as Rs. 83 per US \$ for conversion to Rupees.

Note: Please do not attach any printed Annual Financial Statement

Form-6: Eligible Assignments of Bidder

(Refer Clause 3.1.4)

1	Name of the Bidder	
2	Name of the Project/ Assignment	
3	Name of the Location	
4	Name of the Client and Address	
5	Estimated Cost of the Project (in Rs. Crore)*	
6	Approximate value of the Contract (in Rs. Crore)	
7	Payment received by the Bidder as consultancy fees (in Rs. Crore)	
8	Duration of the Assignment	
9	Start Date of the services (month/ year)	
10	End Date of the services (month/ year)	
11	Description of the project	
12	Description of the services performed by the bidder	
	ertified that the aforesaid information is truledge and belief	ue and correct to the best of my
(Sign	ature, name and designation of the author	rized signatory)

(*- if applicable)

Note- Bidder to enclose copy of work order/Agreement and Project Completion Certificate issued by Client.

For Ongoing/Substantially completed projects- Copy of Work Order/Agreement alongwith CA certified letter to be submitted.

Form-7: Particular of Key personnel whose details are provided by the bidder

SL. No.	Designation	Name	Educational Qualification	Total Experience in Number of Years/ Months	Eligibility Details as per RFP ITB Clause 2.3.3
1.	Team Leader				
2.	Deputy Team Leader/Senior Technical Expert for Climate Change & Blue Economy				
3.	Technical Expert cum Project Manager				
4.	Climate and Renewable Expert				
5.	Environmental/ Sustainability Expert				
6.	Economic Development Expert				
7.	Public Sector/Policy Framework expert				
8.	Digital Solution Expert				

(Signature, name and designation of the authorized signatory)

^{*}Additional rows may be added as required

Form-8: Curriculum Vitae (CV) of Key Personnel

2	Name of Personne	l:			
3	Date of Birth:				
4	Nationality:				
5	Educational Qualific	cations:			
	Name of Course Name of Institution / University Year of Passing				
6 Employment Record:					
(St	(Starting with present position, list every employment held in reverse order.)				
	ame of rganization	Designation	From	То	
L					

Details of Specific Experience

Proposed Position:

1

(Details of specific assignments relevant to the position as per the evaluation criteria mentioned for the position in Clause no 3.1.3 – technical evaluation of team be given in the following format)

1.	Name of the project:
2.	Cost of the Project* :
3.	Location:
4.	Position held:
5.	Duration for which position held:
6.	Salient Features of the Project:
7.	Role assigned:
8.	Activities performed: (Use additional rows for each project)

(*- if applicable as per proposed position)

Certification:

- (a). I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

Signature	Countersigned by	
Signature	Countersigned by	

Name of the Key Personnel)	
Place	
Date	(Signature, name and designation of the authorized signatory of the Bidder)

[Additional rows may be added as required]

Notes:

- i. Use separate form for each Key Personnel
- ii. Attach Educational Certificates and Photo ID of the proposed expert alongwith the CV.
- iii. Attach undertaking cum Consent letter of the experts mentioning availability of experts in the project as per the man-days input indicated in the RFP.

Form-9: Proposed Approach and Methodology including Work Plan

(Not more than 35 pages)

The various components under the section can be divided into below components:

A. Case Studies- The Bidder shall submit case studies of similar projects at National/State Govt. level

B. Understanding of TOR

In this sub section the Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR. Bidder may particularly describe their understanding of blue economy themes, products, perspective plans, action plan to achieve the goals as per TOR.

C. Approach & Methodology

In this sub section you should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance, and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted. The Bidder should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

D. Work Plan

In this sub section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and timelines of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, templates, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Terms of Reference.

E. Technical Presentation- The Knowledge partner s will be called for a giving a presentation detailing out their relevant project credentials, their Approach & Methodology including reference Case Studies to undertake the task, the proposed team, Activity and Manning Schedule etc.

Form 10 - Format for Bid Securing Declaration

(ref. clause 2.20)

(ref. clause 2.20)
(On Bidder's letter head)
(Date and Reference)
To,
The Secretary, Ministry of Earth Sciences, Government of India
Subject: - Bid Security Declaration We, the undersigned, declare that:
We understand that, accordingly to your conditions, bids must be supported by a Bid-Securing Declaration.
We accept that we will be automatically suspended from being eligible for bidding in any contract with the Ministry of Earth Sciences for the period of 3 years from the date of PDD, if we are in breach of our obligation(s) under the bid conditions, if we:
(a). Are engaged in any of the prohibited (fraud and corrupt) practice specified in section 4 of the RFP.
(b). Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
(c). Are found to have a conflict of interest as specified in clause 2.4.
Signed:
[(Signature, name and designation of the authorized signatory)

APPENDIX - II: FINANCIAL PROPOSAL

Form Fin1: Financial Proposal Submission Form

(On Bidder's letter head)

(Date and Reference)

	ate and recipion
То,	
The Secretary	
Ministry of Earth Sciences, Government of India	
Sub: Request for Proposal (RFP) for	
Dear Sir,	
I/We, (Bidder's name) herewith enclose the Financial Proposal for sifirm as Knowledge partner for above.	election of my/our
I/We agree that this offer shall remain valid for a period of 90 (ninety) of Proposal Due Date or such further period as may be mutually agree	•
Yours faithfully,	
(Signature, name and designation of the authorized signatory)	
Note: The Financial Proposal is to be submitted strictly as per forms	s given in the RFP.

Form Fin-2: FINANCIAL PROPOSAL FOR THE ASSIGNMENT (Lump Sum)

Professional Fee for providing Consulting Services for the project titled-Appointment of Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation

Name of Bidder:

Financial Proposal for: [project name]

SI.	Nature of Financial Proposal	Fees Quoted	Taxes @18%	Total (INR)
No	Component	(INR)	GST (INR)	
1	Total Lum Sum Quote ¹			
	[Amount with respect to the Scope of			
	Services w.r.t. all assignments for			
	entire duration of project]			
¹ The lump sum quotation will include all out of pocket expenses and costs				
including airfare, lodging, taxi charges and other ancillaries for all travel				
(local & international). Rates quoted shall remain firm till completion of				
works. The cost indicated in the Financial Bid shall be deemed as final and				
	reflecting the total cost of assignment.			
GRAND TOTAL				

Above amounts is excluding GST which shall be paid as per applicable law and would be paid extra.

The Financial Form is to be filled in xls format provided separately in Online Financial Bid submission.

Submission of Financial information and conditional bid in technical proposal shall lead to disqualification of the bidder from the bidding process.

CHECKLIST FOR BID PREPARATION

Bid should have One Envelope containing Two Envelopes Duly marked "Technical Proposal" & "Financial Proposal".

Technical Proposal should have following Forms

Appendix – I: Technical Proposal (ONLINE)

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity Form 4: Power of Attorney

Form 5: Financial Capacity of the Bidder

Form 6: Eligible Assignments of Bidder

Form 7: Particulars of Key personnel(s)

Form 8: Curriculum Vitae (CV) of Key Personnel(s)

Form 9: Proposed Approach & Methodology

Form 10: Bid Security Declaration

Appendix – II: Financial Proposal Form (ONLINE)

Form Fin-1: Financial Proposal Submission Form

Form Fin-2: Financial Proposal (Lumpsum)

Apart from technical forms mentioned below (from Form No.01 to 10 for technical bid submission and Financial Format for financial bid submission, following documents are required to be submitted by Bidder:

- i. Power of Attorney for Authorized Signatory on stamp paper of appropriate value
- iv. Certificate of Incorporation/Registration
- v. GST registration certificate
- vi. Copy of PAN card
- vii. Net Worth Certificate for last 3 years
- viii. Declaration of Non Blacklisting, Debarment or Termination of any agreement due to non/poor performance (Affidavit to be submitted on Rs.100.00 non Judicial stamp).
- ix. Signed copy of RFP document/Corrigendum/Addendum etc.

x. Other necessary document required as per RFP.

Technical Bid with Original legal instruments, if any should be submitted to MoES as per Clause 1.8.1.

- The index of the bid should clearly reflect the list of documents requested in the technical bid and financial bid.
- All pages in the bid should be numbered, signed and indexing should reflect relevant page numbers where the requested documents are placed.

Annex-1: Payment Schedule

- The Knowledge partner shall raise invoice on deliverable basis as mentioned in Cl.3 of Sechdule-1 (TOR). Payment to Knowledge partner shall be done within a month of approval of submitted deliverable
- 2. Expenses towards to Travel and Accommodation is to be borne by the Knowledge partner and included in the lumpsum monthly payment to the agency

Annex-2: AGREEMENT FORMAT

(Will be provided by MoES)

Annex-3: Bank Guarantee for Performance Security

To

[The President of India] acting through
In consideration ofacting on behalf of the [President of India/Governor of
Knowledge partner having agreed to furnish a Bank Guarantee amounting to Rs(Rupees
) to the MoES for performance of the said Agreement.
We, (hereinafter referred to as the "Bank") at the request of the Knowledge partner do hereby undertake to pay to the MoES an amount not exceeding Rs (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the MoES by reason of any breach by the said Knowledge partner of any of the terms or conditions contained in the said Agreement.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the MoES stating that the amount/claimed is due by way of loss or damage caused to or would be

caused to or suffered by the MoES by reason of breach by the said Knowledge partner of any of the terms or conditions contained in the said Agreement or by reason of the Knowledge

partner 's failure to perform the said Agreement	. Any such demand made on the bank shall
be conclusive as regards the amount due and p	ayable by the Bank under this Guarantee.
However, our liability under this Guarantee shall be	be restricted to an amount not exceeding Rs.
(Rupees).

- 3. We,...... (indicate the name of the Bank) do hereby undertake to pay to the MoES any money so demanded notwithstanding any dispute or disputes raised by the Knowledge partner in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Knowledge partner shall have no claim against us for making such payment.
- 5. We,......(indicate the name of Bank) further agree with the MoES that the MoES shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Knowledge partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the MoES against the said Knowledge partner and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Knowledge partner or for any forbearance, act or omission on the part of the MoES or any indulgence by the MoES to the said Knowledge partner or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Knowledge partner (s).
- 7. We,.....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the MoES in writing.

8.	For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.
amo acco the o	crore (Rupees
For .	
Nam	ne of Bank:
Seal	of the Bank:
Date	ed, theday of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.