

---

**REQUEST FOR PROPOSAL (RFP) FOR  
EMPANELMENT OF LEGAL  
CONSULTANT / LEGAL ADVISORS**

---



GUJARAT MARITIME BOARD,  
SAGAR BHAVAN, SECTOR – 10A, GANDHINAGAR,  
GUJARAT - 382010  
TEL: 91-079-23238346-48,  
WEBSITE: [HTTPS://WWW.GMBPORTS.ORG/](https://www.gmbports.org/)  
E-MAIL: [ppp.cell@gmbports.in](mailto:ppp.cell@gmbports.in)

## **Disclaimer**

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for Gujarat Maritime Board (“GMB” or “Authority”) and their employees to consider the business / investment objectives, financial situation, and particular needs of each Bidder, who reads or uses this RFP document.

Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. GMB and its employees make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP document.

GMB may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. No contractual obligation on behalf of GMB, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of GMB and the finally selected Bidder(s).

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the GMB’s website. It is also understood and agreed by the Bidder/s that decision of the GMB regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

GMB reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof. GMB reserves the right at the time of award of contract to increase or decrease, the scope of work or other terms and conditions. Notwithstanding anything contained in the RFP document, GMB reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for GMB’s decision.

GMB reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof. It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to GMB. An undertaking should be submitted by the bidder to this effect.

Response to the RFP does not guarantee that the assignment will be awarded to the Bidder(s). GMB reserves the right to select eligible vendors at its sole discretion. GMB reserves the right to terminate the RFP process at any time and makes no commitments, either implied or

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL  
ADVISORS

otherwise, that this process will result in a business relationship with any bidder or any shortlisted Bidders.

GMB reserves the right at any time, in its sole discretion, to accept any or all responses in whole or in part, negotiate with any bidder, or cancel this RFP (in part or in its entirety) in the event GMB determines that it is in its best interest to do so.

## 1. Bid Notice

### 1.1. Notice Inviting Online Tender

|                 |                                                                                                                                                                    |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Name | Gujarat Maritime Board                                                                                                                                             |
| Name of Work    | REQUEST FOR PROPOSAL FOR EMPANELMENT OF LEGAL CONSULTANTS/LEGAL ADVISORS                                                                                           |
| Contract period | The term shall be three (3) years, which may be extended for a further period of up to two (2) years, provided that no single extension shall exceed one (1) year. |
| Bidding Type    | Open                                                                                                                                                               |
| Tender Currency | Indian Rupee (INR)                                                                                                                                                 |

### 1.2. Bid document fees and Bid Security / EMD

|                               |                                                                                                                                                                                       |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid Document Fees/Tender fees | INR 5,000/- plus 18% GST by Demand Draft or Banker's cheque in favour of Gujarat Maritime Board, payable at Gandhinagar, Gujarat from a Nationalized/ scheduled bank (Non-Refundable) |
| Bid Security / EMD            | INR 1,00,000/- plus 18% GST in form of Bank Guarantee/ FDR in favour of Gujarat Maritime Board, Gandhinagar from a Nationalized/ scheduled                                            |

### 1.3. Tender dates

|                                                                                                             |                                 |
|-------------------------------------------------------------------------------------------------------------|---------------------------------|
| Bid Document available for Download on <a href="http://www.tender.nprocure.com">www.tender.nprocure.com</a> | 17-09-2026 onwards at 12:00 hrs |
| Pre –bid conference date                                                                                    | 29-09-2026 at 12:00 hrs         |
| Last date of Bid download/ online bid submission                                                            | 07-10-2026 up to 18:10 hrs      |
| Bid validity period                                                                                         | 180 days after opening of bids  |

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

|                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submission of physical documents i.e., Tender fee, EMD etc. through RPAD/Speed Post in</b> Office of General manager (PPP), Gujarat Maritime Board, Sagar bhavan, Opp Airforce Station, Sector 10/A, CHH Road, Gandhinagar-382010 | <b>Till 17-10-2026 till 18:10 hrs</b>                                                                                                                                                                                                                                                                                                |
| Joint Venture/Consortium                                                                                                                                                                                                             | Not Applicable                                                                                                                                                                                                                                                                                                                       |
| Remarks                                                                                                                                                                                                                              | The Bid shall be submitted online. However, the Bidder shall additionally submit the original Earnest Money Deposit (EMD), the original Demand Draft (DD) towards the Tender Fee, and one (1) duly attested copy of all technical stage documents in sealed envelope in physical form in accordance with the provisions of this RFP. |
| Online bid opening date (PQ cum technical proposal only)                                                                                                                                                                             | 19-10-2026 at 12:00 hrs, if Possible                                                                                                                                                                                                                                                                                                 |
| Online Price bid opening date                                                                                                                                                                                                        | Price bid of only qualified bidders in PQ cum technical proposals will be opened.                                                                                                                                                                                                                                                    |

**1.4. Other details**

|                       |                                                                                                                                                                                              |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Officer Inviting bids | On behalf of the Chairman, Gujarat Maritime Board, the General Manager (PPP) invites online bids for the Request for Proposal (RFP) for the Empanelment of Legal Consultants/Legal Advisors. |
| Address               | General manager (PPP), Gujarat Maritime Board, Sagar bhavan, Opp Airforce Station, Sector 10/A, CHH Road, Gandhinagar-382010                                                                 |
|                       | Note: Non-payment of Bid Document Fees and Bid Security / EMD may lead to disqualification from the process. The decision of GMB will be final and binding to all Bidders.                   |

**General Terms and Conditions**

- Agency / Bidder can download the tender document from the website [www.tender.nprocure.com](http://www.tender.nprocure.com) and <http://gmbports.org/>

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

- Agency / Bidder have to submit the bid in Electronic form on [www.tender.nprocure.com](http://www.tender.nprocure.com) website till the Last Date & time for submission.
- For Agency / Bidder free training camp will be organized every Saturday between 4.00 PM to 5.00 PM at (n) code solutions-A Division of GNFC Ltd. Ahmedabad.
- Agency / Bidder who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using it they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) code solutions-A division GNFC Ltd, who are licensed Certifying Authority by Govt. of India.
- All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:  
(n) Code Solutions - A division of GNFC  
301, GNFC Info tower, Bodakdev, Ahmedabad – 380 054 (India)  
Tel: +91 26857316 / 17 / 18                      Fax: +91 79 26857321  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)  
Website -[www.tender.nprocure.com](http://www.tender.nprocure.com)  
Toll Free: 1800-233-1010(Ext. 321)  
Other Terms & Conditions as per detailed tender documents

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

**Schedule of Events and Bid Details**

| <b>S. No</b> | <b>Milestone</b>                                                        | <b>Date and Time</b>                                                                                                        |
|--------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1.           | Release of RFP                                                          | 17.09.2026                                                                                                                  |
| 2.           | Last Date of Receiving Queries (RFP)                                    | 28.09.2026                                                                                                                  |
| 3.           | Pre-bid Conference                                                      | 29.09.2026<br>At Board Room, Gujarat Maritime Board, Head Office, "SAGAR-BHAVAN", Sector 10A, Gandhinagar, Gujarat - 382010 |
| 4.           | Last Date of Submission of the Bid Online                               | 07.10.2026                                                                                                                  |
| 5.           | Last Date of Submission of Physical Copy of the Bid By RPAD/ Speed Post | 17.10.2026                                                                                                                  |
| 6.           | Place of submission and opening of Bids                                 | GMB, Head Office                                                                                                            |
| 7.           | Date of opening of Technical Bids                                       | 19.10.2026                                                                                                                  |
| 8            | Issued By                                                               | Gujarat Maritime Board                                                                                                      |

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL  
ADVISORS

## Contents

|          |                                                                                             |           |
|----------|---------------------------------------------------------------------------------------------|-----------|
| <b>1</b> | <b>INTRODUCTION .....</b>                                                                   | <b>10</b> |
| 1.1      | BACKGROUND .....                                                                            | 10        |
| 1.2      | REQUEST FOR PROPOSAL.....                                                                   | 11        |
| 1.3      | DUE DILIGENCE BY BIDDERS.....                                                               | 11        |
| 1.4      | VALIDITY OF THE PROPOSAL.....                                                               | 11        |
| 1.5      | CURRENCY AND PAYMENT.....                                                                   | 11        |
| 1.6      | EARNEST MONEY DEPOSIT (EMD).....                                                            | 12        |
| 1.7      | COMMUNICATIONS .....                                                                        | 12        |
| 1.7.1    | <i>All communications including the submission of Proposal should be addressed to .....</i> | <i>12</i> |
| <b>2</b> | <b>INSTRUCTIONS TO BIDDERS .....</b>                                                        | <b>13</b> |
| 2.1      | LEGAL CONSULTANCY TEAM.....                                                                 | 13        |
| 2.2      | KEY PERSONNEL: -RESPONSIBILITIES.....                                                       | 13        |
| 2.3      | ELIGIBILITY CRITERIA .....                                                                  | 13        |
| 2.4      | CONDITIONS FOR ELIGIBILITY OF BIDDERS .....                                                 | 15        |
| 2.5      | CONFLICT OF INTEREST .....                                                                  | 16        |
| 2.6      | NUMBER OF PROPOSALS .....                                                                   | 17        |
| 2.7      | COST OF PROPOSAL.....                                                                       | 17        |
| 2.8      | ACKNOWLEDGEMENT BY BIDDER.....                                                              | 17        |
| 2.9      | RIGHT TO REJECT ANY OR ALL PROPOSALS .....                                                  | 18        |
| 2.10     | CONTENTS OF THE RFP .....                                                                   | 18        |
| 2.11     | CLARIFICATIONS .....                                                                        | 19        |
| 2.12     | AMENDMENT OF RFP (ADDENDA/CORRIGENDA) .....                                                 | 19        |
| 2.13     | LANGUAGE.....                                                                               | 20        |
| 2.14     | FORMAT AND SIGNING OF PROPOSAL .....                                                        | 20        |
| 2.15     | TECHNICAL PROPOSAL .....                                                                    | 20        |
| 2.16     | FINANCIAL PROPOSAL .....                                                                    | 22        |
| 2.17     | SUBMISSION OF PROPOSAL .....                                                                | 22        |
| 2.18     | PROPOSAL DUE DATE.....                                                                      | 23        |
| 2.19     | LATE PROPOSALS .....                                                                        | 23        |
| 2.20     | PERFORMANCE SECURITY .....                                                                  | 23        |
| 2.21     | EVALUATION OF PROPOSALS .....                                                               | 24        |
| 2.22     | CONFIDENTIALITY .....                                                                       | 25        |
| 2.23     | CLARIFICATION .....                                                                         | 25        |
| <b>3</b> | <b>CRITERIA FOR EVALUATION .....</b>                                                        | <b>26</b> |
| 3.1      | EVALUATION OF TECHNICAL PROPOSALS .....                                                     | 26        |
| 3.2      | THE SCORING CRITERIA TO BE USED FOR EVALUATION SHALL BE AS FOLLOWS.....                     | 26        |
| 3.3      | ELIGIBLE CONTRACTUAL ASSIGNMENTS.....                                                       | 28        |
| 3.4      | PRESENTATION BY KEY PERSONNEL.....                                                          | 28        |
| 3.5      | SHORT-LISTING OF BIDDERS.....                                                               | 29        |
| 3.6      | EVALUATION OF FINANCIAL PROPOSAL .....                                                      | 29        |
| 3.7      | COMBINED AND FINAL EVALUATION.....                                                          | 30        |
| 3.8      | FINALIZATION OF RATES OF EMPANELED LEGAL CONSULTANTS .....                                  | 30        |
| 3.9      | APPOINTMENT OF SELECTED BIDDERS .....                                                       | 31        |
| 3.10     | SUBSTITUTION OF KEY PERSONNEL .....                                                         | 32        |
| 3.11     | INDEMNITY.....                                                                              | 32        |
| 3.12     | AWARD OF CONSULTANCY.....                                                                   | 32        |
| 3.13     | EXECUTION OF AGREEMENT: .....                                                               | 32        |
| 3.14     | COMMENCEMENT OF ASSIGNMENT .....                                                            | 32        |
| 3.15     | PROPRIETARY DATA .....                                                                      | 33        |

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL  
ADVISORS

|          |                                                                                  |           |
|----------|----------------------------------------------------------------------------------|-----------|
| <b>4</b> | <b>TERMS OF REFERENCE (TOR).....</b>                                             | <b>33</b> |
| 4.1      | DETAILED ToR .....                                                               | 33        |
| <b>5</b> | <b>MISCELLANEOUS.....</b>                                                        | <b>34</b> |
| 5.1      | FRAUD AND CORRUPT PRACTICES .....                                                | 34        |
| 5.2      | OTHER TERMS.....                                                                 | 36        |
| 5.3      | IMPORTANT INSTRUCTION .....                                                      | 37        |
| <b>6</b> | <b>APPENDIX-I: TECHNICAL PROPOSAL .....</b>                                      | <b>38</b> |
| 6.1      | FORM-1: COVER LETTER .....                                                       | 38        |
| 6.2      | FORM-2: PARTICULARS OF THE BIDDER.....                                           | 41        |
| 6.3      | FORM-3: FORMAT OF POWER OF ATTORNEY.....                                         | 42        |
| 6.4      | FORM-4: FINANCIAL CAPACITY OF THE BIDDER.....                                    | 44        |
| 6.5      | FORM-5: PARTICULARS OF KEY PERSONNEL .....                                       | 45        |
| 6.6      | FORM-6: ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE BIDDER .....                     | 46        |
| 6.7      | FORM-7: ABSTRACT OF ELIGIBLE ASSIGNMENTS OF LEGAL EXPERT & ASSOCIATE LAWYER..... | 47        |
| 6.8      | FORM -8: CURRICULUM VITAE (CV) OF PROFESSIONAL PERSONNEL .....                   | 48        |
| 6.9      | FORM-9 :UNDERTAKING TO BE GIVEN BY BIDDER .....                                  | 50        |
|          | <b>APPENDIX- II: FINANCIAL PROPOSAL .....</b>                                    | <b>52</b> |
|          | FORM 1 FINANCIAL PROPOSAL FORMAT .....                                           | 52        |

## 1 Introduction

### 1.1 Background

- 1.1.1** Gujarat Maritime Board ("**GMB**" or the "**Authority**") was constituted under the *Gujarat Maritime Board Act, 1981* with the vision of enhancing and harnessing ports and maritime trade as vehicles for economic development. GMB is the statutory authority responsible for the administration, control, and management of all non-major ports in the State of Gujarat.
- 1.1.2** GMB is responsible for the regulation, administration and development of the maritime sector in Gujarat including both operational and non-operational aspects of the maritime value chain. As part of its regulatory functions, GMB monitors the performance of non-major ports including private ports, captive jetties, private jetties and GMB-operated ports. GMB also regulates the shipbuilding and ship recycling industries in the State.
- 1.1.3** In furtherance of its mandate, GMB formulates policies, guidelines and standard operating procedures for the development of the maritime sector. Notable policy initiatives include the *Port Policy, 1995*, the *BOOT Policy 1997* and the *Shipbuilding and Ship Repair Policy, 2026*.
- 1.1.4** Under these policy initiatives, GMB has facilitated the development of private ports such as Mundra, Pipavav, Dahej and Hazira along with several captive and private jetties across the State.
- 1.1.5** GMB has also undertaken several strategic initiatives for the development of Gujarat's maritime sector, including projects relating to a Maritime Cluster, Maritime University, Ro-Ro/Ro-Pax services and other infrastructure projects.
- 1.1.6** In the course of implementing these initiatives, GMB enters into various agreements, including Public-Private Partnership (PPP) agreements, concession agreements, lease deeds, contracts, tariff-related documents, licences, permissions, and other legal instruments. During the administration of such agreements and projects, GMB frequently encounters legal issues relating to, inter alia, equity restructuring of concessionaires, sub-concession arrangements, special purpose vehicles (SPVs), expansion of captive projects, mortgage of project assets, change in ownership or name of entities, contractual interpretation, regulatory compliance and other matters requiring legal examination and documentation.
- 1.1.7** Accordingly, GMB intends to empanel three (03) legal consultancy firms to provide legal advisory and consultancy services including legal drafting, vetting and scrutiny of agreements, contracts, correspondence, notices, invocation documents, permissions, regulatory communications and other legal

instruments, as may be required from time to time. The empanelled firms shall assist GMB in ensuring timely and effective resolution of legal and contractual issues relating to existing, ongoing and proposed projects within the applicable legal and regulatory framework of the Government of Gujarat and GMB.

- 1.1.8** The empanelled legal consultancy firm(s) shall provide services in accordance with the Terms of Reference set out in ("**Terms of Reference**" or "**TOR**").

## 1.2 Request for Proposal

On Behalf of the Chairman, Gujarat Maritime Board, the General Manager (PPP) Gujarat Maritime Board invites ON-LINE proposals (the "Proposals") from reputed law firms with proven ability for "Empanelment of legal Consultant/legal Advisor". to empanel law firms (the "Legal Consultants" or "Advisors") for providing legal assistance and advisory services, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority in the diverse legal/policy related and commercial issues that may arise from time to time (collectively the "Consultancy") in accordance with the TOR. The Authority intends to engage three (03) Legal Consultants through an open competitive bidding process in accordance with the procedure set out herein.

## 1.3 Due diligence by Bidders

- 1.3.1. Bidders are expected and encouraged to get themselves fully acquainted about the assignment and the local conditions before submitting the Proposal by sending written queries to the Authority and attending a Pre-bid meeting on the date and time as specified by the Authority.
- 1.3.2. RFP document can be downloaded from the official website of the Authority. The tender fee of INR 5000/- plus 18% GST must be paid in the form of a demand draft or banker's cheque drawn on any Nationalized Bank/scheduled bank in India in favor of "Gujarat Maritime Board" and payable at Gandhinagar while submission of physical documents. The bid is to be submitted online on n-procure portal [www.tender.nprocure.com](http://www.tender.nprocure.com).

## 1.4 Validity of the Proposal

The Proposal shall be valid for a period of 180 days from the opening of technical bid.

## 1.5 Currency and Payment

All payments to the Legal Consultants shall be made in INR in accordance with the provisions of the relevant work order issued by the Authority and/or the definitive agreement. The Legal Consultants may convert INR into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by the Legal Consultants so

appointed.

#### 1.6 Earnest Money Deposit (EMD)

The Bidder(s) must submit an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) plus 18% GST. The EMD shall be submitted either in the form of an irrevocable Bank Guarantee favoring “Gujarat Maritime Board, Gandhinagar” OR in the form of Fixed Deposit Receipt (FDR) drawn in favor of “Gujarat Maritime Board” payable at Gandhinagar issued by a scheduled bank/nationalized bank notified by the Government of Gujarat. Non-submission of the Earnest Money Deposit will lead to outright rejection of the Offer.

- i. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer.
- ii. The EMD of Unsuccessful Bidders will be returned to them within 4 weeks on completion of the on-boarding of the Bidder.
- iii. The EMD of successful Bidder will be discharged upon the Bidder signing the contract and furnishing the performance bank guarantee(as per the format provided).

#### 1.7 Communications

- 1.7.1 All communications including the submission of Proposal should be addressed to:

**General Manager - Privatization Cell**  
**Gujarat Maritime Board,**  
**“SAGAR-BHAVAN”,**  
**Opp. Air force, Sector 10A, Gandhinagar, Gujarat - 382010**  
**Phone: +91(79)-23238346-47-48 Extn. 1121**  
**Email: [ppp.cell@gmbports.in](mailto:ppp.cell@gmbports.in)**

## 2 INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Legal Consultancy Team

The team (the “**Legal Consultancy Team**”) shall in addition to the Team Leader, consist of a legal expert having the experience and qualifications specified herein (the “**Legal Expert**”) assisted by a junior lawyer (the “**Associate Lawyer**”) and supporting staff (the “**Law Clerk**”), as may be necessary. The Team Leader, Legal Expert (1), Associate Lawyer (1) and a Law Clerk (1) shall be identified and included in the Technical Proposal. The Key Personnel Consultancy Team shall discharge their respective responsibilities as specified below:

**Note:-** For the purposes of this RFP, the Team Leader shall be identified as the senior/main person responsible for overall coordination of the Consultancy. The Team Leader shall not be a separate billable category. For the purposes of billing, the term ‘Key Personnel’ shall mean the Legal Expert, Associate Lawyer and Law Clerk.

#### 2.2 Key Personnel: -responsibilities

- a) **Team Leader:** The Team Leader shall be responsible for overall coordination of the Consultancy Services. **The Team Leader shall not constitute a separate billable Key Personnel category and no separate professional fee/hourly rate shall be payable for the Team Leader's coordination and/or supervisory role.**
- b) **Legal Expert:** He/ She will lead, co-ordinate and supervise the Legal Consultancy team for delivering the Consultancy in a timely manner as envisaged in this RFP. He / She shall be fully responsible for all the deliverables by the Legal Consultancy team and that he /she shall not outsource his / her responsibilities except with the prior written approval of the Authority.
- c) **One Associate Lawyer:** He/ She will assist the Legal Expert as may be necessary. He / She shall conduct legal research, draft documents of various legal disciplines, undertake vetting of legal documents among other works in consultation and instructions of Legal Expert as desired by the Authority. He/ She may be required to assist with the scope of work as mentioned herein, at the Authority’s office and may be required to be physically present there.
- d) **One Law Clerk:** He/ She will assist the Legal Consultancy team as may be necessary and ensure the efficient and effective administration.

#### 2.3 Eligibility Criteria

- 2.3.1. The Bidder shall be a law firm/ Limited Liability Partnership (LLP)/ partnership firm,

company or sole proprietorship duly constituted under the applicable laws of India and engaged in the practice of law for a continuous period of not less than ten (10) years immediately preceding the Proposal Due Date. The Bidder shall have at least one operational office in the State of Gujarat.

2.3.2. The Bidder shall propose one (1) Team Leader who:

- a) possesses a Bachelor's Degree in Law (LL.B.);
- b) is enrolled with the Bar Council of India/State Bar Council and is entitled to practise law in India;
- c) possesses not less than ten (10) years of post-qualification professional experience; and
- d) has substantial experience in contract management, legal advisory, arbitration, litigation and contractual projects for Government Departments/ Public Sector Undertakings.

2.3.3. The Bidder shall propose one Legal Expert who:

- a) possess a Bachelor's Degree in Law (LL.B.);
- b) be enrolled with the Bar Council of India/State Bar Council;
- c) possess not less than six (6) years of post-qualification professional experience; and
- d) have experience in legal drafting, contract management, legal advisory, arbitration, litigation or commercial legal assignments for Government Departments/ Public Sector Undertakings.

2.3.4. The Bidder shall propose one Associate Lawyer who:

- a) possess a Bachelor's Degree in Law (LL.B.);
- b) be enrolled with the Bar Council of India/State Bar Council;
- c) possess not less than four (4) years of post-qualification professional experience; and
- d) have experience in legal drafting, contract management, legal advisory, arbitration, litigation or commercial legal assignments for Government Departments/Public Sector Undertakings.

2.3.5. The Bidder shall propose one Law Clerk who:

- a) possess not less than three (3) years of post-qualification professional experience; and
- b) have experience in legal drafting.

2.3.6. Neither the Bidder nor any of its Team Leaders or Key Professionals shall have been blacklisted, debarred or declared ineligible by any Central Government, State Government, statutory authority, regulatory authority or Public Sector Undertaking during the ten (10) years preceding the Proposal Due Date. The Bidder shall submit an affidavit for the same.

Note:

- *Non-compliance of any of the above criteria would lead to direct rejection of The Bidder.*
- *The Bidders are expected to note that they should submit sufficient documentary evidence to ensure they comply with the criteria specified in the table above.*

- *GMB reserves the right to make independent enquiries regarding the veracity of the claims made by the bidder regarding their eligibility. During the entire process in case, if it is found that the bidder does not fulfill the requisite criteria, or ceases to fulfill any one or more of the criteria prescribed herein, or has given any false or misleading representation /declaration about its eligibility, GMB shall be at liberty to forthwith terminate further engagement with such bidder at whatsoever stage the process might be without any notice and also initiate such legal action against the bidder as deemed appropriate.*

## 2.4 Conditions for Eligibility of Bidders

2.4.1. 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.

2.4.2. To be eligible for evaluation of its proposal, the bidders shall fulfill the following:

### A. Technical Capacity:

- i) The Bidder (Consultancy Firm) should have, over the past **7 (Seven) years** undertaken a minimum of **5 (five)** Eligible Contractual Assignments as mentioned under the clause 3.3.
- ii) The Bidder shall have successfully rendered legal advisory and/or consultancy services to at least five (5) Central Government Ministries/Departments/State Government Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings (SPSUs)/ statutory authorities/ autonomous bodies/ Government-owned companies/banks or financial institutions during the ten (10) years immediately preceding the Proposal Due Date. Such services shall include one or more of the following:
  - drafting or vetting of agreements and contracts;
  - concession agreements, PPP documentation or infrastructure contracts;
  - legal opinions and legal due diligence;
  - arbitration and dispute resolution;
  - drafting of petitions, affidavits, notices and legal correspondence;
  - Legal scrutiny of Government contracts and commercial documents.

### B. Financial Capacity:

Average annual turnover of not less than **INR 5 Crore** during the three (3) financial years immediately preceding the Proposal Due Date;

**OR**

Professional receipts of not less than INR 1 Crore per annum exclusively from legal advisory/consultancy services (excluding appearance fees before Courts, Tribunals and other judicial forums) during each of the three (3) financial years immediately preceding the Proposal Due Date. CA certified copy of Annual Turnover must be submitted.

C. **Availability of Key Personnel:** The Bidder shall offer and make available all Key

Personnel meeting the requirements specified.

- 2.4.3 The Bidder with its Proposal, shall enclose certificate(s) from Statutory Auditors stating its Total Revenues from Professional Fees during each of the past Three Financial years and the Fee received in respect of each of the “Eligible Contractual Assignment” specified in the Proposal. In the event that the bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
- 2.4.4 The Bidder should submit a Power of Attorney as per the format at Form - 3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.4.5 Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal.
- 2.4.6 Bidder should have, during the last (3) three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultancy Team, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 2.4.7 While submitting the 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, bidder may format the specified forms making do provision for incorporation of the requested information.

## 2.5 Conflict of Interest

- 2.5.1. A Bidder shall not have a Conflict of Interest (as defined under clause 2.5.3. below) that may affect the Selection Process or the Consultancy. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.5.2. The Authority requires that the Legal Consultants provide professional, objective, and impartial advice and at all times hold the Authority’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Legal Consultants 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 Authority.
- 2.5.3. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if the Bidder (including its partners, legal advisors, and key personnel) have any direct or indirect conflict of interest that impairs or could reasonably

be perceived to impair its independence, objectivity, or allegiance to the Authority. A Bidder shall be deemed ineligible if it is currently engaged, or has been engaged within the preceding 12 (twelve) months, in representing or advising any private party, concessionaire, developer, or contractor in any litigation, arbitration, dispute, or transaction directly adverse to the Authority, or affiliated state entities. The Bidder must submit a formal declaration along with its Technical Proposal confirming that it has no existing conflict of interest and undertaking that, if empanelled, it shall not accept any brief or advisory assignment against the Authority during the tenure of empanelment without the Authority's prior written consent. Any misrepresentation, suppression, or failure to disclose an active or potential conflict shall result in immediate disqualification of the bid, cancellation of empanelment if awarded, forfeiture of bid security/performance security, and potential debarment from future procurements by the Authority.

## 2.6 Number of Proposals

No Bidder shall submit more than one Proposal for the bid. Bidder applying shall not be entitled to submit another Proposal.

## 2.7 Cost of Proposal

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

## 2.8 Acknowledgement by Bidder

2.8.1. 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 Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
- (d) Satisfied itself about all matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
- (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.

2.8.2. The Authority 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 Authority.

## 2.9 Right to reject any or all Proposals

- 2.9.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.9.2. Without prejudice to the generality of Clause 2.9.1, the Authority 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 Authority, the supplemental information sought by the Authority 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 either of the two top ranking Bidders get disqualified/ rejected, then the Authority reserves the right to consider the next best Bidder(s), or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## B. DOCUMENTS

### 2.10 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.12:

#### **Request for Proposal**

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Terms of Reference
- 5 Miscellaneous

#### **6. Appendices**

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Power of Attorney

Form 4: Financial Capacity of Bidder

Form 5: Particulars of Key Personnel

Form 6: Abstract of Eligible Assignments of the Bidder

Form 7: Abstract of Eligible Assignments of Legal Expert & Associate Lawyer

Form 8: CVs of Key Personnel

Form 9: Undertaking to be given by Bidder

Appendix – II: Financial Proposal

Form 1: Financial Proposal Format

## 2.11 Clarifications

- 2.11.1. Pre-bid conference will be held as per date & time mentioned in NIT at GMB, Gandhinagar to clarify any issues) raised or information sought by the bidder or to provide any other relevant information. A Prospective Bidder requiring any clarification of the RFP may send their queries to the Authority in writing by e-mail so as to receive before the date mentioned in the NIT Schedule of Selection Process, as per the communication details mentioned under Clause 1.7. The subject line of email shall clearly bear the following identification.

### **"Queries/Request for Additional Information concerning RFP for Appointment of Legal Consultants/Advisors"**

The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the PDD. The Authority may post the outcome of the meeting and reply to all such queries on the Website ([www.tender.nprocure.com](http://www.tender.nprocure.com) and <https://gmbports.org/>) and shall form the part of this tender document.

- 2.11.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.11 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## 2.12 Amendment of RFP (Addenda/Corrigenda)

- 2.12.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.12.2. All such amendments will be notified through posting on the Official Website ([www.tender.nprocure.com](http://www.tender.nprocure.com)) along with the revised RFP containing the amendments and will be binding on all Bidders.
- 2.12.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.13 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.

### 2.14 Format and signing of Proposal

- 2.14.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.14.2. The Proposals must be properly signed 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) A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-3), where applicable shall accompany the Proposal
- 2.14.3. Bidders should note the PDD for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD.

### 2.15 Technical Proposal

- 2.15.1. Bidders shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).
- 2.15.2. While submitting the Technical Proposal, the Bidder shall, ensure that:
- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories; and
  - (b) Power of Attorney, if applicable, is executed as per Applicable Laws; and
  - (c) CVs of all Key Personnel have been included; and
  - (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at relevant eligibility clause of the RFP; and
  - (e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished; and
  - (f) Proposed Key Personnel should have excellent working knowledge of English language; and
  - (g) Key Personnel would be available for the period indicated in the TOR;

- (h) Key Personnel proposed as the Legal Expert should not have attained the age of 65 years at the time of submitting the proposal, and must be physically and mentally fit to commit to project timelines and attend required meetings throughout the duration of the empanelment.; and
  - (i) the Proposal is responsive in terms of Clause 2.21.1; and
  - (j) Demand draft of a Nationalized Bank towards the Bidding fee of INR 5,000/- plus GST as applicable norms (non-refundable) payable at Gandhinagar; and
  - (k) FDR/bank guarantee as EMD of INR 1,00,000/- (refundable) as applicable norms, payable at Gandhinagar, shall be valid for 180 days.  
The physical documents i.e., original EMD, original Tender fee and other documents shall be submitted through Registered Post/Speed Post only. The same shall not be acceptable in person by hand delivery.
  - (l) The bidders shall upload the filled bid document along with scanned copy of Tender Fee and EMD online on n-procure website ([www.tender.nprocure.com](http://www.tender.nprocure.com)).
- 2.15.3. Failure by a bidder to comply with any of the requirements contained in this Clause 2.15 shall make the Proposal liable to be rejected.
- 2.15.4. If an individual Key Personnel makes a false averment regarding their qualification, experience or other particulars, they shall be liable to be debarred for any future assignment of the Authority for a period of 3 (Three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- 2.15.5. The Technical Proposal shall not include the Financial Proposal
- 2.15.6. The Authority 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 Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.15.7. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution 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 Legal Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, 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 Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.
- 2.15.8. In such an event, the Authority shall forfeit and appropriate the Performance Security, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the

Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.16 Financial Proposal

2.16.1. Bidders shall submit the financial proposal only in electronic format on nprocure website in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the cost of the Consultancy, i.e. hourly rate for Legal expert, Associate Lawyer and Law Clerk in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.16.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) 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.
- (ii) The total fees payable to Legal Expert are as per the actual number of hours spent on each specific day on the assignment that will be assigned by the Authority. However, for any outstation work requested by GMB, the maximum billable time considered for a single day’s work will be limited to 8 hours maximum. This 8-hour cap is inclusive of active meeting/scout time and up to a maximum of 3 hours of documented inter-city travel time.
- (iii) The fees payable for ongoing services of Associate Lawyer and Law Clerk shall be fixed and calculated on hourly basis.
- (iv) The rates quoted by the Bidder shall be **inclusive of all applicable taxes, duties, levies, cess, insurance (if any), and all other incidental charges, but exclusive of Goods and Services Tax (GST)**. GST, as applicable, shall be paid extra by the Authority in accordance with the provisions of the applicable GST laws, subject to submission of a valid tax invoice. Any reasonable out-of-pocket expenses necessarily incurred in the performance of the Services, with the prior written approval of the Authority, shall be reimbursed on an actual basis upon submission of supporting documentary evidence acceptable to the Authority. Further, all payments shall be subject to deduction of tax at the rate prescribed in the Income Tax Act at source and as per Applicable Laws.
- (v) Rate shall be expressed in INR.
- (vi) Bidders shall quote separate and unconditional hourly rates for each of the three (3) Key Personnel roles (Legal Expert, Associate Lawyer, and Law Clerk) in Appendix-II (Form 1). Quoting a composite, blended, conditional, or zero rate for any role shall render the Financial Proposal non-responsive and liable to summary rejection. Any subsequent rate matching under Clause 3.8 shall be role-specific and shall not entitle the Bidder to renegotiate any other condition of its Proposal.

## 2.17 Submission of Proposal

2.17.1. Mode of submission shall be online. However, the original Tender fee and EMD along-with a copy of technical stage documents shall be required to be

submitted physically in sealed cover.

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

- 2.17.2. The Bidder shall submit its Proposal electronically through the nProcure Portal ([www.tender.nprocure.com](http://www.tender.nprocure.com)) in accordance with the provisions of this RFP and the instructions available on the n-Procure Portal.
- 2.17.3. The Proposal shall be submitted in the prescribed Forms provided in this RFP. All Forms shall be duly completed and digitally signed by the Authorized Signatory of the Bidder. All supporting documents and attachments required under this RFP shall be uploaded on the **n-Procure Portal** as part of the Proposal.
- 2.17.4. The Financial Proposal shall be submitted only through the **n-Procure Portal** in the prescribed format and shall not be submitted in physical form.
- 2.17.5. In addition to the online submission, the Bidder shall submit the original Earnest Money Deposit (EMD) instrument, the original Demand Draft towards Tender Fee (where applicable), and one (1) duly attested hard copy of all documents forming part of the Technical Proposal to the Authority on or before the date specified in this RFP.
- 2.17.6. The rates quoted by the Bidder shall remain fixed throughout the term of the Agreement and shall not be subject to any escalation or revision for any reason whatsoever.

## 2.18 Proposal Due Date

- 2.18.1. The Proposal shall be submitted electronically through the **n-Procure Portal before Proposal Due Date (PDD)** not later than **18:00 hours**.
- 2.18.2. The Authority may, in its sole discretion, extend the PDD by issuing an corrigendum in accordance with Clause 2.12 uniformly for all Bidders.

## 2.19 Late Proposals

Proposals are to be submitted in the specified time on PDD. The physical documents i.e., tender fee, EMD etc., received after the specified date and time shall not be accepted and their proposal shall be rejected.

## 2.20 Performance Security

- 2.20.1. The Legal Consultants shall submit by way of Bank Guarantee as Performance Security (the "Performance Security"), INR 1,25,000/- (Indian Rupees one lakh twenty-five thousand only) of a Nationalized/scheduled bank notified by Government of Gujarat, to be appropriated against breach of the Agreement or for recovery of liquidated damages as per the definitive agreement.
- 2.20.2. The Performance Security shall be returned to the Legal Consultant within one month of the expiry of the Agreement. The performance security shall be

forfeited under the following conditions:

- (a) If a Legal Consult engages in any of the Prohibited Practices specified in Clause 5.1 of this RFP;
- (b) If the Legal consult is found to have a Conflict of Interest as specified in Clause 2.5; and
- (c) If the Legal Consult commits a breach of the Agreement.

## D. EVALUATION PROCESS

### 2.21 Evaluation of Proposals

The online technical bid shall be opened on the date and time finalized as per the schedule of events and in the presence of the Bidders who choose to remain present. The online financial proposal (Price bid) of only pre-qualified/technical qualified Bidders will be opened. The date and time of opening of the financial proposal will be notified to the qualified Bidders in advance by GMB.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. Bidders shall not submit the financial proposal in hard copy along-with physical submission of documents. The bids of such bidders shall be outrightly rejected.

2.21.1. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered only if:

- (a) The Technical Proposal is received in the form specified at Appendix-I; and
- (b) It is received within the PDD including any extension thereof pursuant to Clause 2.18.2; and
- (c) It is accompanied by the Power of Attorney, where applicable as specified in Clause 2.4.4; and
- (d) It contains all the information (complete in all respects) as requested in the RFP; and
- (e) It does not contain any condition or qualification; and
- (f) It is not non-responsive in terms hereof; and
- (g) the Demand Draft for Bid Document Fees and Bank Guarantee / Fixed Deposit towards Earnest Money Deposit has been received physically before the specified date and time.
- (h) The bidders should also have uploaded the filled bid document along with scanned copy of Tender Fee and EMD online on n-procure website ([www.tender.nprocure.com](http://www.tender.nprocure.com)) within stipulated time limit.  
Tenders submitted by bidders shall remain valid for a period of 180 days from the date of opening of the technical bid. The Bidder will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof.
- (i) If any Bidder withdraws his tender before the date of validity as declared, the EMD deposited by the Bidder shall be out rightly forfeited.

GMB may ask the bidder for additional supporting documents during evaluation

- 2.21.2. The Authority 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 Authority in respect of such Proposals.
- 2.21.3. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in Clause 3 of this RFP
- 2.21.4. After the technical evaluation, the Authority shall prepare a list of pre-qualified Bidders in terms of Clause 3.5 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 choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.6 and 3.7.
- 2.21.5. Bidders are advised that the selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.6. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, 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 Consultant(s) advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, confidential and shall require all those who have access to such material to treat the same as confidential. The Authority 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 Authority or as may be required by law or in connection with any legal process.

## 2.23 Clarification

- 2.23.1. To facilitate evaluation of Proposals, the Authority 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 Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.23.2. If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority 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 Authority.

### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated based on the experience of the Bidder (Consultancy Firm) and the Key Personnel. Only those Bidders whose Final Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (“S<sub>T</sub>”).

#### 3.2 The scoring criteria to be used for evaluation shall be as follows.

| Sr. | Criteria                                | Marks | Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-----------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Relevant Experience of the Team Leader  | 20    | 60% of the marks shall be awarded for meeting the minimum eligibility requirement. The remaining 40% shall be awarded on a proportionate basis for experience exceeding the minimum eligibility requirement.<br>a) <b>Minimum Requirement:</b> The Team Leader should have undertaken <b>at least two (02) Eligible contractual Assignments</b> for the Central Government/ State Government/ CPSUs/ SPSUs or any other Government Body during the <b>ten (10) years</b> immediately preceding the Proposal Due Date. |
| 2   | Relevant Experience of the Legal Expert | 30    | 60% of the marks shall be awarded for fulfilling the eligibility criteria shown below. The remaining 40% marks shall be awarded for exceeding the eligibility criteria on a proportionate basis amongst the Proposals received.<br>a) <b>Minimum Requirement:</b> The Legal Expert should have worked as the Leader/Head of the legal team for <b>at least two (02) Eligible contractual Assignments</b> for the Central                                                                                              |

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

|   |                                                |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|------------------------------------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                |     | Government/ State Government/ CPSUs/ SPSUs or any other Government Body during the <b>six (06) years</b> immediately preceding the Proposal Due Date.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3 | Relevant Experience of the Associate Lawyer(s) | 15  | <p>60% of the marks shall be awarded for fulfilling the eligibility criteria shown below. The remaining 40% marks shall be awarded for exceeding the eligibility criteria on a proportionate basis amongst the Proposals received.</p> <p>a) <b>Minimum Requirement:</b> The Associate Lawyer should have worked as a member of the legal team for <b>at least one (01) Eligible contractual Assignment</b> for the Central Government/ State Government/ CPSUs/ SPSUs or any other Government Body during the <b>four (04) years</b> immediately preceding the Proposal Due Date.</p> |
| 4 | Law Clerk                                      | 10  | <p>60% of the marks shall be awarded for fulfilling the eligibility criteria shown below. The remaining 40% marks shall be awarded for exceeding the eligibility criteria on a proportionate basis amongst the Proposals received.</p> <p>a) <b>Minimum Requirement:</b> The Law Clerk should have carried out legal drafting work as part of the legal team for <b>at least two (02) Eligible contractual Assignments</b> during the <b>four (04) years</b> immediately preceding the proposal due date.</p>                                                                          |
| 5 | Presentation by Key Personnel                  | 25  | The Tender Evaluation Committee shall invite the technically responsive Bidders to make a presentation before the Evaluation Committee. The presentation shall form part of the Technical Evaluation and shall be evaluated in accordance with Clause 3.4 (Presentation by Key Personnel).                                                                                                                                                                                                                                                                                             |
|   | Grand Total                                    | 100 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

### 3.3 Eligible contractual Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, Advisory/ Consultancy assignments granted by the government, regulatory commission, tribunal, statutory Authority or public sector entity in respect of review and/or preparation of agreements and other similar documents, as the case may be, for the following projects shall be deemed as eligible assignments (the “**Eligible contractual Assignment**”):

- (a) A project undertaken through PPP or other forms of private participation and having an estimated capital cost (excluding land) of at least INR 100 crores (Indian Rupees one hundred crore) in case of a project in India, and US \$ 20 million (US\$ twenty million) for projects undertaken elsewhere through PPP or other forms of private participation;

### 3.4 Presentation by Key Personnel

3.4.1 After completion of the evaluation of the Technical Proposals submitted by the Bidders, the tender evaluation committee shall invite the technically responsive Bidders to make a presentation before the Evaluation Committee on the date, time and venue (or virtual platform) as communicated by the Authority.

3.4.2 The presentation shall form an integral part of the Technical Evaluation and shall be conducted **prior to the opening of the Financial Proposals**. The Financial Proposals shall be opened only after the Technical Evaluation, including the presentation has been completed and the final Technical Scores have been approved by the Competent Authority.

3.4.3 The presentation shall ordinarily be made by the proposed **Team Leader and the Legal Expert**. No substitution of the proposed Key Personnel shall be permitted except with the prior written approval of the Authority and for reasons beyond the control of the Bidder.

3.4.4 The presentation shall, inter alia, demonstrate the Bidder's:

- Understanding of the objectives and scope of the assignment;
- Appreciation of the legal, contractual and regulatory framework applicable to Eligible Contractual Assignments;
- Proposed methodology and work plan for execution of the assignment;
- Approach towards identification and mitigation of legal and contractual risks;
- Experience and capability of the proposed Key Personnel; and
- Ability to deliver the assignment within the prescribed timelines.

3.4.5 The presentation shall carry **25 (Twenty-five) marks**, which shall form part of the Technical Score. The Evaluation Committee shall award marks based on the following criteria:

| Sr. No. | Parameter | Maximum Marks |
|---------|-----------|---------------|
|---------|-----------|---------------|

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

|   |                                                                                                |           |
|---|------------------------------------------------------------------------------------------------|-----------|
| 1 | Understanding of the assignment and appreciation of legal issues                               | 7         |
| 2 | Methodology, work plan and approach                                                            | 7         |
| 3 | Experience, competence and domain knowledge of the proposed Key Personnel                      | 7         |
| 4 | Quality of presentation, responses to queries and overall capability to execute the assignment | 4         |
|   | <b>Total</b>                                                                                   | <b>25</b> |

**3.4.6** The marks awarded for the presentation shall be added to the marks obtained in the documentary evaluation of the Technical Proposal to arrive at the **Final Technical Score (ST)**.

**3.4.7** Failure of the Bidder to make the presentation on the scheduled date and time, without reasons acceptable to the Authority, may result in the Bidder being awarded **zero (0) marks** for the presentation. The decision of the Evaluation committee in this regard shall be final.

**3.4.8** The decision of the Evaluation Committee regarding the assessment and marks awarded for the presentation shall be final and binding, and no correspondence or representation in this regard shall be entertained.

### 3.5 Short-listing of Bidders

The Bidders ranked as aforesaid shall be pre-qualified and short-listed for financial evaluation in the second stage.

### 3.6 Evaluation of Financial Proposal

3.6.1. In the second stage, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.6.3.

3.6.2. For financial evaluation, the hourly rates for the Legal Expert, Associate Lawyer and Law Clerk quoted in financial proposal shall be considered.

3.6.3. The Financial Proposals must be complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the cost of services. Omissions, if any, in costing any item shall not entitle the Legal consultants to be compensated and the liability to fulfill its obligations as per the TOR within the finalized rates shall be that of the Legal Consultants.

The lowest Financial Proposal (FM) will be given a financial score (SF) of 50, 40 & 10 to Legal Expert, Associate Lawyer and Law Clerk, respectively. After total score out of 100 it would be computed on combined technical and financial evaluation as per clause 3.7.

The financial scores of other proposals will be computed as follows:

$$SF = \left( 50 \times \frac{F_{MX}}{F_X} \right) + \left( 40 \times \frac{F_{MA}}{F_A} \right) + \left( 10 \times \frac{F_{MC}}{F_C} \right)$$

Where:

\*  $F_{MX}$  = Lowest valid hourly rate quoted for **Legal Expert** among all technically qualified bidders;

\*  $F_X$  = Hourly rate quoted by the respective Bidder for **Legal Expert**;

\*  $F_{MA}$  = Lowest valid hourly rate quoted for **Associate Lawyer** among all technically qualified bidders;

\*  $F_A$  = Hourly rate quoted by the respective Bidder for **Associate Lawyer**;

\*  $F_{MC}$  = Lowest valid hourly rate quoted for **Law Clerk** among all technically qualified bidders;

\*  $F_C$  = Hourly rate quoted by the respective Bidder for **Law Clerk**.

The computed score ( $S_F$ ) shall be utilized for the combined technical and financial evaluation in Clause 3.7.

### 3.7 Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times T_W + SF \times F_W$$

Where,  $T_W$  and  $F_W$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.5 and 0.5 respectively.

## E. APPOINTMENT OF LEGAL CONSULTANT

### 3.8 Finalization of Rates of Empaneled Legal Consultants

- 3.8.1. The merit ranking of all technically qualified bidders shall be determined on the basis of their combined score (S) as obtained under clause 3.7 and will be ranked in descending order as **H-1, H-2, H-3, H-4, H-5**, and so on (where H-1 denotes the highest combined scorer). In the event of a tie in the combined score (S), the bidder with the higher Technical Score ( $S_T$ ) shall be ranked higher. If the Technical Score ( $S_T$ ) is also identical, the bidder with the higher number of Eligible Contractual Assignments under Clause 3.3 shall be ranked higher.
- 3.8.2. A maximum of three (03) Legal Consultancy firms shall be selected for empanelment through the process set out herein, subject to unconditional acceptance of the finalized category-wise L-1 rates.
- 3.8.3. Determination of Category-wise L1 Rates: The category-wise L-1 rates shall mean the lowest valid hourly rate quoted by any technically qualified bidder for each individual category of personnel/role, as specified in Appendix-II

(Form 1), inclusive of all applicable taxes but exclusive of GST and approved out-of-pocket expenses. Accordingly, a Common L-1 Rate Schedule shall be determined by the Authority comprising of the following categories:

- a. Legal Expert – Lowest valid rate ( $F_{MX}$ );
- b. Associate lawyer– Lowest valid rate ( $F_{MA}$ ); and
- c. Law Clerk – Lowest valid rate ( $F_{MC}$ ).

These rates shall be uniform and binding across all empaneled firms for the respective category. Empanelment will require acceptance of the composite Common L-1 Rate Schedule across all three categories in its entirety and any piecemeal or selective acceptance shall not be permitted.

**3.8.4. Procedure for Matching Rates by Ranked Bidders:**

- a) The Authority shall first issue a written offer to the top three ranked bidders (**H-1, H-2, and H-3**) calling upon them to match the Common L-1 Rate Schedule within seven (7) days of issuance of such communication.
  - b) If any bidder among H-1, H-2, or H-3 has already quoted the lowest rate for any individual category, such bidder shall be required to match only the remaining category rate(s) where its quote exceeded the Common L-1 rate.
  - c) If any of the top three bidders declines or fails to communicate unconditional written acceptance to match the Common L-1 Rate Schedule within the stipulated seven (7) days, its selection shall stand revoked and cancelled without further liability to the Authority.
  - d) In such an event, the Authority shall extend the offer to the next sequentially ranked bidder (**H-4, H-5, and so on**) until three (03) Legal Consultants have unconditionally accepted the Common L-1 Rate Schedule and are empaneled.
- 3.8.5. In the event less than three (03) bidders agree to match the Common L-1 Rate Schedule, the Authority reserves the right, at its sole discretion, to either proceed with empanelment of fewer than three (03) firms or annul the selection process in terms of Clause 2.9.
- 3.8.6. The L1 rates accepted by the Authority and accepted by the empaneled Legal Consultants shall remain valid throughout the period of empanelment, including any extension thereof
- 3.8.7. Work Orders shall be issued only to the empaneled Legal Consultants at the finalized L1 rates. Allocation of assignments shall be at the sole discretion of the Authority, considering the nature and complexity of the assignment, domain expertise, availability of the Legal Consultant, absence of conflict of interest, past performance, urgency of the matter and equitable distribution of work amongst the empaneled Legal Consultants. The empanelment shall not confer any right to claim any minimum quantum or value of work.

### 3.9 Appointment of Selected Bidders

- 3.9.1. The Selected Bidders, after completing the procedure set hereinunder, will be appointed for the period of 3 (three) years, which may be extended for a further period of up to two (2) years, provided that no single extension shall exceed one (1) year.

- 3.9.2. The Authority will examine the credentials of Bidder(s) / Consultancy Team(s) proposed for this Consultancy, the Selected Bidder(s) to the satisfaction of the Authority should replace those not found suitable.

### 3.10 Substitution of Key Personnel

- 3.10.1. The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not normally consider any request of the Selected Bidder for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the respective Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 3.10.2. The substitution shall be considered for One Key Personnel at a time
- 3.10.3. Bidders should specifically note that substitution of the Legal Expert will not normally be considered during implementation of the Agreement and may lead to disqualification of the Bidder or termination of the Agreement. Bidders are expected to propose only such Legal Expert who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

### 3.11 Indemnity

The Legal Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in Services.

### 3.12 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidders and the Selected Bidders shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidders are not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and consider the next highest-ranking Bidder.

### 3.13 Execution of Agreement:-

After acknowledgement of the LOA as aforesaid by the Selected Bidders, it shall execute the Agreement within a period of 10 days.

### 3.14 Commencement of Assignment

The Legal Consultants shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Legal Consultants fail to either sign the Agreement as specified in Clause 3.13 or commence the assignment as specified herein, the Authority may invite the next ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/ terminated.

### 3.15 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. All information collected, analyzed, processed or in whatever manner provided by the Legal Consultants to the Authority in relation to the Consultancy shall be the property of the Authority.

## 4 Terms of Reference (ToR)

### 4.1 Detailed ToR

4.1.1. The general scope of work to be performed by the empaneled bidders is outlined below. The below scope is indicative. Any activity/service which forms a part of Legal Consulting/advisory but not explicitly mentioned in scope of work of this RFP, would form part of this RFP and accordingly the successful Bidder is expected to provide the same to Gujarat Maritime Board (GMB), during the contract period.

4.1.2. The empaneled Bidders need to consider and envisage all services that would be required in the scope and ensure that the same is delivered to GMB. GMB will not accept any plea at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP. Further, GMB's internal documents or other related documents, various processes may be shared with the empanelled Bidders and the empanelled Bidders has to ensure confidentiality in respect of the same is maintained at all times.

4.1.3. The TOR and the scope of the Consultancy for this assignment are specified below.

#### **A) Preliminary Work:**

- a) Drafting various contracts / agreements / corresponding documents conveying permissions / Non-Objection Certifications, etc. and also providing legal advice to the Authority/ Government of Gujarat (GoG) regarding private participations.
- b) Providing Legal and Techno-Commercial Opinion /Advice to assist the Authority / Government in decision making system along-with the providing legal advice / scrutiny / vetting of the various contracts / agreements / corresponding documents conveying permissions / Non-Objection Certifications, Bank Guarantee etc. to the Authority/ Government of Gujarat (GoG) regarding private participations.
- c) Attending meeting and discussions, representing Authority and assisting in resolving issues/disputes, if any in respect of contracts.
- d) Legal advisory in relation to any litigation matters to be administered at HO level, provided that respective Advocate on record of GMB is being consulted.

#### **B) Supplementary Work:**

- a) Advise the Authority for various complex legal issues and procedure to resolve.

- b) Facilitate the decision-making process applying a structured approach, identifying relevant issues.
- c) To draft various important documents including Letter of Award / Letter of Intent / Bank Guarantee / Approval letter / Non-Objection Certificates, etc.
- d) Advise on effective case management.
- e) As legal matters are subject to time bound activity, the feedback or review regarding legal issues should be conveyed to GMB on or before deadline.
- f) The consultant would be responsible for review of all legal documents, reviewing them to make sure they are effectively drafted and interpreted.
- g) Overall, helping GMB by assisting legal services with all duties of the Board regarding the law, effectively and timely.
- h) To act as legal counsel in dispute resolution process.
- i) To perform such other duties of the legal nature, which may be assigned by GMB from time to time.

**C) Time and Payment Schedule**

- a) The total duration for delivering the Consultancy shall be 3 (three) years, which may be extended by up to 2 year on mutual agreement. The Legal Consultants shall deploy the Legal Expert and its Key Personnel as per the requirement of the Authority.
- b) The payment for the Services shall be against quarterly invoices for the delivery of work, comprising actual number of person-hours of the Key Personnel deployed by the Legal Consultants. The Bills for reimbursement of travel expenses for participation in meetings and conferences may be submitted along with the invoices.

4.1.4. The empanelment would be on non-exclusive basis and GMB would be free to engage services of other Legal Consultant / Advisors for providing legal services regarding any matter.

4.1.5. The work/assignments will be communicated to the Legal Consultants/Advisors in writing by email/letter by the concerned official of GMB. However, in urgent and emergent situations the Legal Consultant/ Advisor should be available for providing verbal legal advice on phone, within a reasonable period.

## 5 MISCELLANEOUS

### 5.1 FRAUD AND CORRUPT PRACTICES

5.1.1. The Bidders and their respective officers, employees, agents and Consultants shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- 5.1.2. Without prejudice to the rights of the Authority under Clause 5.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Legal Expert, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Legal Expert shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Legal Expert, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. 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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or  
(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ Adviser of the Authority in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 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 Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence

- the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

## 5.2 Other Terms

- 5.2.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
  - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
  - e) Change any condition, clause or qualification criteria of the bidder / key personnel.
  - f) GMB will have the right to terminate the Consultancy agreement at any point of time during the tenure of Consultancy work in case the work from the consultant / Advisors is not found satisfactory.
- 5.2.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, 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.
- 5.2.4. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 5.2.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

### 5.3 Important Instruction

- 5.3.1. All the work/assignment given to the selected bidders should have to submitted within a stipulated timeframe as decided by Gujarat Maritime Board, if otherwise, then GMB reserves the right to impose penalty for late deliveries of the work/assignment.
- 5.3.2. The selected bidders should ensure submission of all the required documents in support of eligibility criteria.
- 5.3.3. All empaneled Bidders will need to enter into an agreement/contract with Gujarat Maritime Board.

## 6 Appendix-I: Technical Proposal

### 6.1 Form-1: Cover Letter

(On Bidder's letter head)

(Date and Reference)

To,

**General Manager**

Privatization Cell

**Gujarat Maritime Board,**

Opp. Air force, Sector 10A,

Gandhinagar, **Gujarat - 382010**

**Sub: REQUEST FOR PROPOSAL FOR EMPANELMENT OF LEGAL CONSULTANTS/LEGAL ADVISORS –**

Dear Sir,

1. With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Legal Consultants for GMB. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Legal Adviser for the Consultancy, 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 Legal Consultant.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application 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 three 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 authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.5 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 5.1 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 clause 5.1 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.
8. 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 Consultant, without incurring any liability to the Bidders in accordance with Clause 2.9 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a Regulatory Authority which would cast a doubt on our ability to undertake the Consultancy.
11. 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.
12. I/We further certify that no investigation by a Regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees.

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

13. 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 Authority and/ or the Government of India in connection with the selection of Legal Consultant.
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 180 (one hundred and eighty) days from the date of opening of Technical bid.
16. A Power of Attorney, where applicable in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
17. In the event of my/our firm being selected as the Legal Consultant, I/we agree to enter into an Agreement.
18. In the event of my/our firm being selected as the Legal Consultant, I/we agree and undertake to provide the services of the Legal Expert in accordance with the provisions of the RFP and that the Legal Expert shall be responsible for providing the agreed services himself and not through any other person.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted -only in electronic format on [www.tender.nprocure.com](http://www.tender.nprocure.com). This Technical Proposal read with the Financial Proposal shall constitute the proposal which shall be binding on us.
21. 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)

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

6.2 Form-2: Particulars of the Bidder

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p><br><p>Year of Incorporation:</p><br><p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>GST no:</p><br><p>Name, designation, address and phone numbers of authorized signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p> |  |
| <p>(Signature, name and designation of the authorized signatory) For and on behalf of .....</p>                                                                                                                                                                                                                                                                                                                                                                                                         |  |

### 6.3 Form-3: Format of Power of Attorney

To,  
General Manager  
Privatization Cell  
Gujarat Maritime Board,  
Gandhinagar, Gujarat.

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Legal Consultant for Gujarat Maritime Board (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... , 20\_\_For .....

(Signature, name, designation and address)

Witnesses:

- 1.
2. Notarized

Accepted

.....

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL  
ADVISORS

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

Notes:

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

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

#### 6.4 Form-4: Financial Capacity of the Bidder

(Refer Clause 2.4.2 (B))

| S. No. | Financial Year | Annual Revenue (INR ) | Professional Receipts from Legal Advisory/ Consultancy (INR) |
|--------|----------------|-----------------------|--------------------------------------------------------------|
| 1.     | 2023-24        |                       |                                                              |
| 2.     | 2024-25        |                       |                                                              |
| 3.     | 2025-26        |                       |                                                              |

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

6.5 Form-5: Particulars of Key Personnel

| S.<br>No. | Designation of Key<br>Personnel | Name | Educational<br>Qualification | Length of<br>Professional<br>Experience | Present Employment |                   | No. of Eligible<br>Contractual<br>Assignments |
|-----------|---------------------------------|------|------------------------------|-----------------------------------------|--------------------|-------------------|-----------------------------------------------|
|           |                                 |      |                              |                                         | Name of<br>Firm    | Employed<br>Since |                                               |
| 1.        | Team Leader                     |      |                              |                                         |                    |                   |                                               |
| 2         | Legal Expert                    |      |                              |                                         |                    |                   |                                               |
| 3.        | Associate<br>Lawyer             |      |                              |                                         |                    |                   |                                               |
| 4.        | Law Clerk                       |      |                              |                                         |                    |                   |                                               |

## 6.6 Form-6: Abstract of Eligible Assignments of the Bidder

(Refer Clause 3.3)

| S.No | Name of Project | Name of Client | Estimated capital cost of Project (in Rs crore/ US\$ million) | Professional fee received by the Bidder (in Rs crore) | Eligible Assignments |
|------|-----------------|----------------|---------------------------------------------------------------|-------------------------------------------------------|----------------------|
| 1    |                 |                |                                                               |                                                       | Yes / No             |
| 2    |                 |                |                                                               |                                                       |                      |
| 3    |                 |                |                                                               |                                                       |                      |
| 4    |                 |                |                                                               |                                                       |                      |
| 5    |                 |                |                                                               |                                                       |                      |

1. The Bidder should provide details of only those assignments that have been undertaken by it under its own name.
2. Exchange rate should be taken as round off figure of the rate (as on 1<sup>st</sup> Jan 2020) per US \$ for conversion to Indian Rupees.

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Bidder and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm

## 6.7 Form-7: Abstract of Eligible Assignments of Legal Expert &amp; Associate Lawyer

(Refer Clause 3.3)

Name of Key Personnel:      Designation:

| S. No | Name of Project* | Name of Client | Estimated capital cost of project (in Rs cr./ US\$ million) | Name of firm for which the Key Personnel worked | Designation of the Key Personnel on the assignment | Date of completion of the assignment | Man hours spent on the assignment | Eligible Assignments |
|-------|------------------|----------------|-------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------|--------------------------------------|-----------------------------------|----------------------|
| 1     |                  |                |                                                             |                                                 |                                                    |                                      |                                   | Yes / No             |
| 2     |                  |                |                                                             |                                                 |                                                    |                                      |                                   |                      |
| 3     |                  |                |                                                             |                                                 |                                                    |                                      |                                   |                      |
| 4     |                  |                |                                                             |                                                 |                                                    |                                      |                                   |                      |
| 5     |                  |                |                                                             |                                                 |                                                    |                                      |                                   |                      |

1. Use separate Form for each Key Personnel.
2. In the case of Legal Expert, only those assignments shall be included where the Legal Expert accounted for at least 20% of the total professional fee received by the firm for the relevant assignment.

6.8 Form -8: Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(a) (Starting with present position, list in reverse order every employment held.)
7. List of Eligible Contractual Assignments on which the Personnel has worked  

| Name of Project | Description of responsibilities |
|-----------------|---------------------------------|
|-----------------|---------------------------------|

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional)

Place.....

(Signature and name of the authorized signatory of the Bidder)

Notes:

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF LEGAL CONSULTANT / LEGAL ADVISORS

- Use separate form for each Key Personnel.
- In the case of Legal Expert, only those assignments shall be included where at least 20% of the total professional fee received by the firm was on account of the man hours provided by the Legal Expert.

6.9 Form-9 :Undertaking to be given by Bidder

To,  
**General Manager**  
Privatization Cell  
**Gujarat Maritime Board,**  
Opp. Air force, Sector 10A,  
Gandhinagar, **Gujarat - 382010**

Dear Sir,

RFP Reference: \_\_\_\_\_

1. We, M/s ,\_\_\_\_\_ the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfil the same.
2. We further confirm that all the information as per requirement of the Company has been included in our response.
3. Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Company. We understand that any deviation may result in disqualification of our response.
4. We have not been blacklisted by any Government agency. No legal action is pending against us for any cause in any legal jurisdiction.

Place:

Date:

Signature:



## Gujarat Maritime Board

### **Financial Proposal**

REQUEST FOR PROPOSAL FOR “Empanelment of Legal Consultant/Legal Advisor”

GUJARAT MARITIME BOARD,  
SAGAR BHAVAN, SECTOR – 10A, GANDHINAGAR,  
GUJARAT - 382010  
TEL: 91-079-23238346-48,  
WEBSITE: [HTTPS://WWW.GMBPORTS.ORG/](https://www.gmbports.org/)  
E-MAIL: [ppp.cell@gmbports.in](mailto:ppp.cell@gmbports.in)

Appendix- II: Financial Proposal

Form 1 Financial Proposal Format

To,  
General Manager  
Privatization Cell,  
Gujarat Maritime Board,  
Gandhinagar, Gujarat.

Dear Sir,

**Subject: Appointment of Legal Consultant (Advisor) for GMB**

I/We, \_\_\_\_\_ (Bidder's name), herewith submit the Financial Proposal for selection of my/our firm as Legal Consultant for above.

| Sr. | Person Name | Proposed Role    | Rate (INR/ Hour), including all taxes but excluding GST and out of pocket expenses |                 | Billing Unit |
|-----|-------------|------------------|------------------------------------------------------------------------------------|-----------------|--------------|
|     |             |                  | Amount in numbers                                                                  | Amount in words |              |
| 1   |             | Legal Expert     |                                                                                    |                 | Per Hour     |
| 2   |             | Associate lawyer |                                                                                    |                 | Per Hour     |
| 3   |             | Law Clerk        |                                                                                    |                 | Per Hour     |

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of the technical bid or such further period as may be mutually agreed upon.

We also understand that, Amount quoted by the Successful Bidder should be valid throughout execution during the contract period (including any extension thereof).

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly online on n-procure only.