Request for Proposal (RFP) for Appointment of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy

Gujarat Maritime Board,
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, Gujarat (India)

Technical Bid shall be submitted online through n-procure and physical documents shall be submitted as specified in this RFP

I N D E X

1. BID NOTICE

GUJARAT MARITIME BOARD
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Gujarat Maritime Board (GMB) invites proposals from reputed and experienced firms/ professional services entities/ advisory firms to undertake Independent Technical and Financial Cost Verification of Capital Investments, in accordance with the scope of work and terms set out in this RFP.

The following table enlists important milestones and timelines for completion of bidding activities:

S. N.	Milestone	Date and Time
1	Release of RFP	21/09/2026
2	Last Date of Receiving Queries (RFP)	06/10/2026 Upto 18:10 Hrs.
3	Pre-bid Conference	01/10/2026 at 12:00 Hrs. The Pre-bid Meeting will be conducted in hybrid mode, both physically at the Board Room, Gujarat Maritime Board, 1st Floor, Sagar Bhavan, Opp. Air Force Station, 'CHH' Road, Sector-10/A, Gandhinagar - 382010, Gujarat, India, and online through a virtual meeting platform. The online meeting details will be communicated separately prior to the meeting.
4	Last date for submission of the Technical & Financial Bid online	21/10/2026 Upto 18:10 Hrs.
5	Last date of submission of physical copy of the Technical Bid by RPAD /Speed Post	28/10/2026 Upto 18:10 Hrs.
6	Opening of Technical Bids	30/10/2026
7	Opening of Financial Bids	03/11/2026

2. ELIGIBILITY CRITERIA

Reputed firms, professional services entities, consulting firms, advisory firms, cost consultants, auditors or similar organizations having relevant experience in independent verification of capital investments, capital expenditure verification, project cost assessment, financial reconciliation, asset verification or similar professional services may participate, subject to fulfilment of the eligibility criteria specified in Chapter 9. Bids shall be evaluated based on relevant experience, technical capacity, proposed team, verification methodology, understanding of the assignment, financial capacity and price competitiveness, in accordance with this RFP and the applicable procurement norms of the Gujarat Maritime Board and the Government of Gujarat.

3. ISSUE AND RECEIPT OF BID DOCUMENT

3.1. The Bid Document shall be made available for download from the official websites of GMB and n-Procure. Interested Bidders shall submit their Proposals in the prescribed format, duly completed in all respects, along with the applicable Tender Fee and Earnest Money Deposit (EMD) as specified in Clauses 3.6 and 3.7 of this Section, within the stipulated timeline and in the manner prescribed in this RFP Document.

3.2. It may be noted that the hard copy of the bid documents will not be issued. The consulting firms are required to download the same from GMB website only.

3.3. The bidders shall upload the completely filled bid document online on n-procure portal on or before 18:10 hours, ___ August 2026. The physical bid with all the supporting documents shall be sent by Registered post AD/ Speed Post so as to reach the Head Office, GMB on or before 18:10 hours, __ August 2026 i.e. the last date of receipt of the Bid.

3.4. The following should be the composition of the Bid submitted in physical:

One main sealed envelope with "**RFP for Selection of Appointment of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy**" and bidder's name in BLOCK LETTER written on top. This main envelope shall contain following two envelopes:

3.4.1. One envelope containing the documents mentioned in clause 12.14 shall be submitted physically with supporting documents and bidder's name in BLOCK LETTER written on top

3.4.2. One envelope containing the Tender Fee and EMD, with "TENDER FEE AND EMD" and bidder's name in BLOCK LETTER written on top

3.5. No hard copy of the Financial Bid shall be submitted. The Financial Bid shall be submitted online only through n-procure. Failure to submit the Tender Fee and EMD in the prescribed physical envelope within the stipulated due date may render the Bid non-responsive, and the Bid of such Bidder shall not be considered.

3.6. Tender fee of Rs. 5,000/- plus Rs. 900 (@18 % GST) totaling to Rs. 5,900/-which shall be non-refundable shall have to be furnished in form of DD issued by Nationalized/ Scheduled bank drawn in favour of "Gujarat Maritime Board" payable at Gandhinagar while submitting the completed documents.

3.7. Earnest Money Deposit (EMD) of Rs. 1,18,000/- (Rs One Lakh Eighteen thousand only) i.e. inclusive of GST amount, in the form of DD issued by Nationalized/ Scheduled bank drawn in favour of "Gujarat Maritime Board" shall have to be furnished along with bid documents.

3.8. Except in the case of successful bidder, EMD of the other bidders would be returned within 180 days of the award of the assignment.

3.9. The bid document without tender fees of Rs. 5,900/- in the form of DD and EMD of Rs. 1,18,000/- in the form of DD shall be rejected.

3.10. For information relating to the assignment, following officer may be contacted:

General Manager (PPP),
Gujarat Maritime Board,
Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, Gujarat (India)
Email: ppp.cell@gmbports.in

3.11. All communications including the submission of Bid should be addressed to,

General Manager (PPP),
Gujarat Maritime Board,
Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, Gujarat (India)
Email: ppp.cell@gmbports.in

3.12. The official website of the authority is **http://www.gmbports.org**

3.13. (N) Procure Website: https://gmbtender.nprocure.com

Note:

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n) Procure Support team at following address: -

(n) Code Solutions – A division of GNFC Ltd.,
(n) Procure Cell, 4bl03, GNFC Info tower,
S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details of (n) code Solutions:
Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533
E-mail: nprocure@gnvfc.net
Toll Free Number: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

[Note: Please open the page "Tenders" to access all the posted and uploaded documents related to this RFP].

4. INTRODUCTION

4.1. Gujarat Maritime Board (GMB) is the statutory maritime authority responsible for the development, regulation, administration and management of non-major ports in the State of Gujarat. GMB has promoted port infrastructure development through various models, including private-sector participation under the Build, Own, Operate and Transfer (BOOT) policy

4.2. The BOOT policy has facilitated significant private investment in port infrastructure, operational facilities and allied assets across Gujarat. GMB intends to undertake an independent and evidence based technical and financial verification of capital investments claimed to have been undertaken by private concessionaires under the applicable Concession Agreement and BOOT policy / MCA-1999 framework. The determination shall cover completed contracted phases, ongoing and subsequent phases, additional or unenvisaged infrastructure, asset classification and historical Royalty Set-off reconciliation.

4.3. The assignment shall involve verification of the technical scope, physical existence, specifications, quantities, implementation status and admissibility of assets, along with reconciliation of claimed capital expenditure against approved project costs, accounting records, invoices, payment documents, capitalization records and other supporting evidence.

4.4. The bidder shall apply the following order of reference: (a) the executed project-specific Concession Agreement and Lease and Possession Agreement; (b) the approved DPRs and written amendments or approvals; (c) applicable Government approvals, notification and WFR schedules; (d) the BOOT Policy / MCA – 1999 framework and the specifically Government Resolution; (e) application law and recognized professional standards.

5. SCOPE OF WORK FOR COST VERIFICATION

5.1 General

GMB intends to engage a Bidder for independent and comprehensive verification of Capital Investment claimed by the Port Concessionaire(s) under the applicable Concession Agreement, BOOT Policy / MCA-1999 framework, approved DPRs, approval orders and other applicable provisions. The Bidder shall undertake technical, financial, contractual, documentary and physical verification and determine the eligible Approved Capital Cost, including verification of applicable Royalty Concession / Royalty Set-Off.

5.2 Verification of Approved Capital Cost

The Bidder shall verify investments relating to Phase-I and subsequent approved phases and/or major expansions, and determine the eligible Approved Capital Cost as per the Concession Agreement. The eligible amount shall be subject to the applicable ceiling, being the lower of actual verified expenditure and 120% of the corresponding approved DPR estimate, or such lower limit as prescribed under the Concession Agreement / Government decision.

Verification shall cover, as applicable: Land & Site Preparation; Contracted Assets; Studies & DPR Preparation; Safety & Environment; IDC as approved by the financial institution; Pre-operative & Preliminary Expenses up to 5% of the applicable eligible expenditure base; and approved Road / Rail / other Transport Linkages.

5.3 Technical, Documentary & Physical Verification

The Bidder shall verify the claimed investment against approved DPRs, drawings, specifications, BOQs, approvals, measurement records, contractor bills, purchase records, payment records, fixed asset registers, capitalization records, books of account and other supporting documents. Physical inspection shall be carried out to verify existence, quantity, capacity, specifications, commissioning, condition and use of assets. Unsupported, duplicate, non-project, unapproved, unexplained or inadmissible expenditure shall be identified and excluded.

5.4 Additional Assets & Major Expansion

The Bidder shall examine additional / unenvisaged assets outside the approved DPR / development plan and assess their approval status, contractual eligibility, implementation and cost support. The Bidder shall assess their qualification as Major Expansion as per Concession Agreement and terms and conditions of relevant approvals/permissions and separately identify eligible, provisionally eligible, unapproved and inadmissible amounts.

5.5 Royalty Set-Off Verification

The Bidder shall verify and reconcile the Royalty Set-Off with relevant cargo throughput and supporting records, including commodity-wise / period-wise cargo, statutory / customs records, weighbridge / terminal records, invoices, applicable WFR / concessional WFR rates, escalation, royalty paid, set-off claimed. Excess, short, duplicate or unsupported set-off shall be identified and reported.

5.6 Data Reconciliation & Evidence Matrix

The Bidder shall reconcile asset registers, expenditure records and ledgers, including de-duplication and exception analysis. Suitable automated tools or software shall be used for large-volume data, wherever required, with proper source references and audit trails. An editable Evidence Matrix / Master Workbook shall be submitted showing claim-wise / asset-wise amount claimed, verified, eligible / recommended, excluded, reason for exclusion, supporting document and report reference. Any automated tools or software licenses procured for the assignment shall thereafter be handed over to GMB for its use with full access. The license shall be obtained in the name of GMB, and GMB shall bear the applicable license fees thereafter.

5.7 Reporting & Final Submission

The Bidder shall submit a Draft Cost Verification Report covering methodology, documents reviewed, technical / physical verification, financial reconciliation, Approved Capital Cost, Major Expansion assessment and Royalty Set-Off reconciliation, along with eligible / inadmissible expenditure.

GMB may provide comments / seek clarifications, which shall be examined and appropriately incorporated in the Final Report. The Bidder shall obtain written factual comments / observations from the Concessionaire on the Draft Report, objectively examine and record the same, without restricting GMB’s decision-making authority.

The Bidder shall provide reasonable technical, financial and contractual clarification / support to GMB in relation to the Final Report and verified records, including, if required, before any Committee, arbitration, court, appellate authority or other competent forum.

6. TIMEFRAME, TEAM AND KEY PERSONNEL

6.1. The assignment shall be completed within Six (6) months from the date of issuance of Work Order.

6.2. The bidder may deploy employees, partners, directors, subject matter experts, engineers, technical consultants or specialist professionals for undertaking the assignment. These personnel shall meet the eligibility criteria as mentioned in clause 9 of this RFP. The details of such personnel shall be disclosed in the Technical Proposal.

6.3. The key personnel proposed by the Bidder under Clause 9.3.4 shall remain engaged throughout the entire duration of the assignment. Each such key personnel shall have been associated with the Lead Firm / concerned Consortium Member, as applicable, for a minimum continuous period of one (1) year prior to the date of submission of the Bid.

6.4. During the course of the assignment, the Bidder shall, whenever required by GMB or considered necessary by the Bidder for effective execution of the assignment, deploy additional qualified personnel / experts as may be required with prior of approval of GMB. Such additional deployment shall be made without any additional cost or financial liability to GMB.

6.5. No key personnel shall be removed, withdrawn or replaced without the prior written approval of GMB. Any proposed replacement shall be subject to GMB's prior approval and shall possess qualifications and experience equivalent to or better than those of the personnel being replaced.

7. DELIVERABLES AND DESIRED OUTCOME

7.1. The selected bidder shall submit an independent, comprehensive and well-reasoned Cost Verification Report for Adani Ports and SEZ Ltd (APSEZ), Mundra, Gujarat, in accordance with the scope of work specified in this RFP.

7.2. The Inception Report shall be submitted after the kick-off meeting and shall include:

a. Details of the asset being verified;

b. Executive summary;

c. Background of the assignment;

d. Scope of work;

e. Identity of bidder and experts involved;

f. Disclosure of independence and conflict of interest, if any;

g. Date of report;

h. Proposed Site inspection details;

i. Asset categories covered;

j. Asset categories excluded, if any, with reasons;

k. Asset Population, Phase-wise Asset Map and Data Dictionary;
l. Planned treatment of completed phases, ongoing phases, Major Expansions and CWIP
m. Cost Verification standards/ principles to be followed;
n. Cost Verification methodology adopted;
o. Reasons for adopting the methodology;
p. Planned Royalty Set-Off reconciliation and source ledger mapping;
q. Limitations and caveats;
r. Asset-category-wise verification;
s. Conclusion;
t. Annexures and supporting workings, wherever appropriate.

Note:

a. The Inception Report and All other Reports shall be inclusive in nature and may include any additional details deemed necessary for the successful implementation of the assignment.
b. The selected bidder shall submit a Draft Cost Verification Report for review and comments of GMB. The Draft Cost Verification Report shall have the proposed verification and reconciliation methodology, asset coverage, assumptions, limitations, verification analysis and draft verification conclusion including:
    - Phase-wise Contracted Assets Register
    - Phase-wise Cost Determination with eligible heads and classifications
    - Royalty Set-Off Reconciliation Report

c. GMB may provide comments/ observations/ queries on the Draft Cost Verification Report. The selected bidder shall respond to such comments and make appropriate revisions, wherever required.
d. The selected bidder shall make a presentation to GMB on the Draft Cost Verification Report and/ or Final Cost Verification Report, as required by GMB. The presentation shall cover the scope, methodology, documents reviewed, asset categories, assumptions, verification summary, limitations and key findings.
e. The selected bidder shall submit the Final Cost Verification Report after considering comments/ observations of GMB on the Draft Cost Verification Report. The Final Cost Verification Report shall include final verification conclusions, supporting analysis, assumptions, limitations and annexures, as applicable.
f. The Consultant shall submit three signed hard copies and one searchable PDF and one editable source copy of each report, together with editable spreadsheets, data extracts, reconciliation workbooks, source document index and presentation files.

g. Final acceptance of deliverables shall be issued by GMB after submission of the Final Cost Verification Report and approved by Competent Authority. Any review or factual response by Concessionaire shall be recorded but shall not constitute acceptance or rejection of the Consultant's findings, conclusions, or Deliverables.

h. The Consultant shall provide professional, objective, and impartial advice and at all times protect and uphold interests of the GMB and Government of Gujarat paramount.

8. PAYMENT TERMS

8.1. Payment to Selected Bidder will be released based on the below mentioned milestone for this project:

S. No.	Milestone	Payment
1	Inception Report	5%
2	Phase-1 and Major Expansion – Technical Verification Report	10%
3	Phase-1 and Major Expansion – Financial Verification Report	10%
4	Phase-2 and Major Expansion – Technical Verification Report	15%
5	Phase-2 and Major Expansion – Financial Verification Report	15%
6	Draft Consolidated Investment Verification Report and Royalty Set-Off Reconciliation Report to GMB	5%
7	Acceptance of Draft Report by GMB	10%
8	Review and Acceptance of Draft Report by Concessionaire	15%
9	Submission and Acceptance of Final Report by GMB	15%
	TOTAL	**100%**

8.2. The professional fee quoted by the Bidder shall be exclusive of GST. GST shall be paid extra at applicable rates, subject to submission of a valid tax invoice and compliance with applicable tax laws.

8.3. The quoted professional fee shall be inclusive of all costs, charges and expenses required for completion of the assignment, including travel, boarding, lodging, local conveyance, site visits, printing, documentation, presentations and administrative expenses. No separate reimbursement shall be made unless specifically approved by GMB in writing.

8.4. The Selected Bidder shall submit an invoice upon completion of each milestone. The invoice shall be accompanied by the relevant deliverable, acceptance confirmation and other supporting documents, as may be required by GMB

8.5. If any deliverable is found incomplete or not in accordance with the Scope of Work specified in this RFP, GMB may require the Selected Bidder to revise and/or resubmit the deliverable without any additional cost.

8.6. Final payment shall be released only after submission and acceptance of the Final Report by the Competent Authority and completion of all obligations under the assignment, including submission of the required hard copies, soft copies, annexures and supporting documents.

8.7. All deliverables prepared under the assignment shall be the property of GMB.

8.8. The Selected Bidder shall maintain strict confidentiality of all documents, information and data handled or obtained during the assignment and shall not disclose the same to any third party without prior written permission of GMB.

8.9. The Selected Bidder shall ensure that each Deliverable, along with the corresponding presentation, is presented by the designated Key Expert to the Committee Members and Competent Authorities of GMB. The Selected Bidder shall also ensure attendance at all important meetings, as and when scheduled by GMB, in accordance with the requirements of the Project, without any additional cost to GMB.

8.10. GMB may withhold payment against any milestone where the corresponding deliverable has not been duly submitted or is incomplete or not in accordance with the requirements of the RFP/Contract. However, payment in respect of Milestone No. 10 shall be governed specifically by Clause below.

Acceptance by Concessionaire

8.11. Upon acceptance of the Draft Consolidated Investment Verification Report by GMB, the Selected Bidder shall submit the Report to the Concessionaire for review and acceptance.

8.12. The Concessionaire shall communicate its acceptance or specific observations, if any, within 15 (fifteen) days from the date of receipt of the Report.

8.13. In case of any observations, the Selected Bidder shall provide the necessary clarification and incorporate the observations, wherever required, within the prescribed period. The complete process of review, clarification and acceptance by the Concessionaire shall be completed within 30 (thirty) days from the date of submission of the Report to the Concessionaire.

8.14. If the Concessionaire does not communicate any specific written observation within the stipulated period, the Report shall be deemed to have been accepted by the Concessionaire.

8.15. In case the Report is not accepted by the Concessionaire within the stipulated period due to any dispute or other reason, the matter regarding release of payment against this milestone shall be decided as per the decision of the Competent/Higher Authority

9. ELIGIBILITY & BID EVALUATION CRITERIA

9.1. PREQUALIFICATION CRITERIA

9.1.1. The Bidder, whether a single entity or a consortium as permitted under this RFP, shall comprise entities incorporated or registered in India as a company, LLP, partnership firm, consulting firm, professional services firm, advisory firm, or any other legally recognized business entity. The Bidder and/or consortium members shall be legally competent to enter into a contract with GMB. Documentary evidence of incorporation/registration, PAN, GST registration, and authorization of the signatory submitting the Proposal shall be furnished as part of the Technical Proposal.

9.1.2. The bidder should not have been debarred, blacklisted or delisted by any Central Government, State Government, PSU, statutory authority or public sector entity in India during the last Five (5)s financial years as on the bid submission date. Bidder is required to submit the self-declaration in the prescribed format. GMB reserves the right to verify the declaration from appropriate sources.

9.1.3. The Bidder shall disclose any existing or past engagement relating to the asset(s)/port(s) covered under this RFP, particularly any consultancy, advisory, valuation, audit, cost verification, due diligence or similar assignment undertaken for the concerned Concessionaire (as specified in the Financial Bid) or any other interested party, which may give rise to a Conflict of Interest. The Bidder shall promptly disclose any such Conflict of Interest arising or coming to its knowledge at any stage of the bidding process or during the currency of the assignment. GMB shall have the right to determine the impact of such engagement on the Bidder's independence and eligibility in accordance with Clause 13.1.

9.1.4. The Bidders must satisfy the eligibility criteria specified in this RFP and demonstrate the capability to undertake the Scope of Work.

9.2. TECHNICAL PROPOSAL

9.2.1. As part of the Technical Proposal, the Bidder shall submit the following documents and information in support of its eligibility, qualifications, experience, technical capability, and understanding of the assignment.

i. Technical Bid Application Form as per Annexure I

ii. Details of Organization/ Bidder along with all the supporting documents as per Annexure II

iii. Details of Organization/ Bidder for each of the member in case of consortium along with all the supporting documents as per Annexure II

iv. Details of relevant assignment / project experience of each of the member in case of consortium along with all the supporting documents as per Annexure III

v. Certification of Financial Capacity by all Members of the Consortium as per Annexure IV

vi. Declaration of Blacklisting by any Government/ Public-Sector Organization by each of the member in case of consortium as per Annexure V

vii. Power of Attorney / Authorization for signing of bid as per Annexure VI

viii. Format for Power of Attorney for Lead Member of the Consortium as per Annexure VII

ix. Conflict of Interest, Independence, Integrity, Confidentiality and Relationship Disclosure Declaration by each of the member in case of consortium as per Annexure VIII

x. Consortium/Joint Venture Agreement as per Annexure IX

xi. Non-Disclosure Agreement / Confidentiality Undertaking as per Annexure X

xii. Any other document as required to establish the experience or eligibility of the bidder

9.3. TECHNICAL EVALUATION

9.3.1. For the Technical Evaluation of the Bids, the Committee will use the following contribution of respective groups of factors. This Technical Score will be called T.

Sr. No.	Particulars	Minimum Criteria	Points System	Max. Marks
1	**Years of Existence of Bidder/Lead Member of Consortium** (As on proposal Date)	10 Years	• 10 years to 15 Years: 7.5 Marks • More than 15: 10 Marks	10
2	**Relevant Experience in Similar Assignments** The bidder shall have successfully completed assignments involving independent verification/review of actual construction cost, project cost, capital cost, investment cost, cost audit, or similar cost-verification exercises in the port and marine infrastructure, logistics, or industrial sectors.	Minimum 1 assignments in last 10 Financial Years preceding the Proposal Due Date Minimum 1 assignment in Central/State Government Department, Government Company, PSU, Statutory Authority, Government Body, Port Authority, or PPP/Concession project	• 1 Assignment: 19 Marks • More than 1 and up to 3 Assignments: 22 Marks • More than 3 Assignments: 25 Marks • 1 or more assignment: 5 Marks	30
3	**Experience Based on Capital Cost of Projects Reviewed** The bidder shall have completed similar assignments involving review or verification of projects	Minimum 1 Assignment in last 10 Financial Years preceding the Proposal Due Date	• 1 Qualifying Assignment: 15 Marks • 2 Qualifying Assignments: 17.5 Marks • More than 2	20

	having a project cost or asset base of INR 2,500 Crore or above. In case of a Consortium/Joint Venture, the experience shall be considered in proportion to the Bidder's participation in the respective assignment**.**		Qualifying Assignments: 20 Marks	
4	**Turnover of the Bidder** The bidder shall have a minimum average annual turnover of INR 35 Crore during the last three financial years preceding the Proposal Due Date. In case of consortium, Lead Member shall have atleast INR 25 Crore turnover in last three Financial Year. Overall turnover of the consortium must qualify for minimum eligibility of INR 35 crores.	Minimum 35 Crores average annual turnover For Lead Member, Minimum 25 Crores average annual turnover	• INR 35 Crore to less than INR 50 Crore: 10.5 Marks • INR 50 Crore to INR 75 Crore: 12.5 Marks • More than INR 75 Crore: 15 Marks	15
5	**Team Composition and Deployment Plan** The bidder shall propose an adequate multidisciplinary team with suitable experts and an appropriate deployment plan for the assignment.	As specified in Clause 9.3.4	• Team members meeting the eligibility criteria: 15 Marks	15
6	**Understanding of Assignment, Proposed Methodology and Presentation** The bidder shall present its understanding, approach, methodology, work plan, reporting mechanism and way forward before the Evaluation Committee.	The presentation shall be submitted with the proposal and the Bidder shall be required to make the presentation to GMB.	Marks shall be awarded based on the quality of the presentation, verification methodology, DPR and asset mapping, financial reconciliation, data-management approach, reporting methodology and responsiveness.	10
	Total			**100**

- For opening of the Financial Bid, the bidder must score at least 70% of the marks specified in Column No. 5 for each criterion, except for Sr. No. 5 and Sr. No. 6.
- Technical and Financial Cost Verification assignments shall mean an independent verification and reconciliation exercise covering, at the technical level, BOQ, quantities, measurements, site/physical works, rate analysis, variation orders, and comparison of rates with applicable market rates and approved drawings/specifications; and, at the financial level, verification and reconciliation of books of accounts, invoices and vouchers,

contractor bills, payment records, bank statements, capitalization records, Fixed Asset Register, audited financial statements, and eligible and ineligible expenditure, for the purpose of establishing the accuracy, completeness, eligibility, and reasonableness of the reported project/construction cost.

- As part of pre-qualification document – bidder is required to submit the duly signed list of projects qualifying under these criteria while documentary evidence such as work orders, engagement letters, completion certificates, client certificates, transaction documents, or other satisfactory evidence indicating the nature of the assignment and the corresponding project/asset/transaction value shall be submitted as part of Technical Proposal.
- For the purpose of this RFP, a "Similar Assignment" shall mean an assignment involving independent verification, examination, assessment or certification of actual construction/project/capital cost, including one or more of the following:
    - verification of actual expenditure incurred;
    - verification of invoices, vouchers and payment records;
    - verification/reconciliation of expenditure with books of accounts;
    - verification of quantities executed;
    - verification of BOQ and measurements;
    - verification of rates and rate analysis;
    - physical/site verification of completed works;
    - verification of variation/change orders;
    - determination of eligible/admissible project expenditure;
    - assessment of cost overrun/time overrun;
    - prudence/reasonableness check of project expenditure; or
    - certification of actual/eligible project cost.

9.3.2. Bidders must first satisfy the minimum criteria prescribed under each of the above particulars. Only those meeting all such minimum criteria shall be evaluated under the points-based system. A bidder must secure at least 70% of the total 90 marks, i.e., a minimum of 63 marks from Sections I to VI, to qualify for the Technical Presentation and be eligible for Financial Bid opening.

9.3.3. In case a bidder fails to meet the minimum criteria for any of the above particulars, the bidder shall be disqualified, and the corresponding proposal shall not be considered for further evaluation.

9.3.4. For the purpose of Sr. No. 6 of the above table, the bidder shall deploy a team comprising the following key experts, with the required qualifications and experience specified against each role/discipline:

Role / Discipline	Required Qualifications and Experience
Team Leader/Port Concession Specialist	Graduate / Postgraduate in engineering, finance, law, management or related discipline; **at least 15 years'** experience in port concessions, BOOT/PPP contracts, Approved DPR review, capital-cost determination, asset verification or related maritime

	infrastructure assignments; responsible for integrated conclusions and Authority briefing.
Financial Verification Lead	Practising Chartered Accountant having at least 15 years of experience in project accounting, fixed asset verification, financial due diligence, audit, financial reconciliation, or infrastructure project finance assignments. The Chartered Accountant shall be required to generate and quote a valid UDIN on all reports, certificates, and other attest functions submitted under the assignment.
Port and Marine Infrastructure Expert	Bachelor's degree in civil engineering; specialization in Port, Coastal, Marine, or Structural Engineering preferred. **Atleast 10 years** of experience in planning, design, construction, operation, or verification of port and marine infrastructure projects.
Civil Infrastructure Expert	Bachelor's degree in civil engineering. **Atleast 10 years** of experience in design, execution, supervision, quantity verification, project monitoring, technical audit, or assessment of civil infrastructure projects.
Mechanical Systems Expert	Bachelor's degree in mechanical engineering. **Atleast 10 years** of experience in design, installation, commissioning, operation, verification, or assessment of industrial and cargo-handling systems.
Electrical and Utilities Expert	Bachelor's degree in electrical engineering or related discipline. **Atleast 10 years** of experience in electrical infrastructure, utility systems, substations, distribution networks, industrial power systems, or related projects.
IT Systems / ERP Expert	Bachelor's degree in information technology, Computer Science, Electronics, or related discipline. **Atleast 10 years** of experience in ERP/SAP systems, asset databases, digital records management, IT infrastructure, automation systems, or data analytics.
Contracts and Procurement Specialist	Bachelor's degree in engineering, Law, Management, Commerce, or related discipline. Additional qualification in contracts or procurement preferred. **Atleast 10 years** of experience in EPC contracts, procurement, contract administration, claims management, variation orders, and infrastructure project documentation.

9.4. METHOD OF SELECTION

9.4.1. The Consultant shall be selected through the **Quality and Cost Based Selection (QCBS)** method.

Final Evaluation will be carried out using the following formulas:

- Technical Score (Ts): Ts = (Bidder Technical Marks / Highest Technical Marks) × 100
- Financial Score (Fs): Fs = (Lowest Financial Bid / Bidder Financial Bid) × 100

The overall score shall be calculated as follows:
Combined QCBS Score: Final Score = (Ts × 0.80) + (Fs × 0.20)

Example: If Ts = 80 and Fs = 90, then Final Score = 82.00

The Bidder obtaining the highest combined score shall be ranked H-1.

9.4.2. The Technical Proposal shall first be evaluated independently by the Evaluation Committee. Only those Bidders who secure the minimum qualifying marks prescribed herein shall qualify for opening of their Financial Proposal

9.4.3. In the event of a tie in combined score, the Bidder with the higher technical score shall rank higher. If the Technical Scores are also equal, the Bidder with the lower Financial Bid shall rank higher.

10. FINANCIAL BID

10.1.1. The Financial Bid shall be submitted online only through n-procure in the prescribed format. The bidder shall quote a lump sum professional fee for the complete cost verification assignment. The quoted fee shall be exclusive of GST but inclusive of all costs, charges and expenses required for completion of the assignment, including travel, boarding, lodging, local conveyance, site visit expenses, documentation, printing, presentation and administrative expenses. Technical and Financial evaluation shall be carried out in accordance with Chapter 9 of this RFP.

10.1.2. Financial Bids of only those bidders who qualify in technical evaluation shall be opened

10.1.3. Financial Bids shall not be split by phase or asset category unless GMB expressly issues a revised schedule before the Proposal Due Date. The quoted lump sum shall remain firm for the Bid validity period and the assignment period subject only to an approved written variation.

11. SELECTION OF BIDDER FOR COST VERIFICATION

11.1. GMB may undertake preliminary scrutiny of proposals to determine whether the proposals are complete, whether required documents have been submitted, whether the proposal is properly signed and whether the proposal is generally in order.

11.2. GMB may reject any proposal that is materially incomplete, non-responsive or not in accordance with the requirements of this RFP.

11.3. During evaluation, GMB may seek clarifications / additional documents from any bidder. The bidder shall submit such clarification / documents within the time specified by GMB.

11.4. No change in substance of the bid, including change in quoted price, shall be permitted after submission of bid, except as specifically permitted by GMB in accordance with applicable procurement norms.

11.5. Successful Bidder, who becomes H-1, same shall be awarded the mandate.

11.6. Selected bidder must sign Non-Disclosing Agreement (NDA) with GMB before starting the assignment.

11.7. GMB, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to GMB.

12. INSTRUCTIONS TO BIDDERS

12.1. In the case of a Consortium (maximum two (2) members are allowed under this RFP), the Cost Verification Report shall be duly verified, stamped, and signed by the authorized signatory(ies) of all Consortium members participating in the assignment.

12.2. In case the Bidder is a Consortium/Joint Venture, the Consortium shall designate one entity as the Lead Member. The Lead Member shall hold a minimum of fifty-one percent (51%) ownership, participation, or equity stake in the Consortium and shall retain such minimum shareholding throughout the bidding process, contract award, and contract execution period.

12.3. All Consortium members shall be jointly and severally liable for the due performance of the assignment and for compliance with all contractual, statutory, and regulatory obligations arising therefrom. The respective roles, responsibilities, scope of work, and percentage participation of each Consortium member, including the minimum 51% participation of the Lead Member, shall be clearly defined in the duly executed Consortium Agreement submitted along with the Bid. The Lead Member shall satisfy all minimum qualification criteria specified in the RFP.

12.4. The Bidders are invited to submit a Technical Bid as per the formats given in Clause 3.4 in two separate sealed covers for providing Cost Verification services required for the assignment. The selection would be on the Quality and Cost Based Selection (QCBS), subject to fulfilling the requirements of the Qualification Criteria.

12.5. The bidder shall bear all costs associated with preparation and submission of its proposal, participation in pre-bid meeting, technical presentation, discussions, clarifications and any other activity relating to the bidding process. GMB shall not be responsible or liable for such costs, regardless of the outcome of the bidding process.

12.6. GMB is not bound to accept any or all Bids and reserves the right to annul the selection process at any time prior to award of contract, without any liability to GMB.

12.7. If GMB permits a pre-bid site visit, the same shall be coordinated separately. Non-participation in such visit shall not relieve the bidder from responsibility for proper understanding of the assignment.

12.8. Only those personnel whose details have been submitted with the Bid and who satisfy the qualification, experience, and eligibility requirements prescribed for the relevant task shall be permitted to visit the Site and perform that task. Any additional personnel required for a Site visit and to perform the task concerned must obtain GMB's prior approval. Failure to comply with this requirement shall constitute a breach of the Agreement and shall be dealt with in accordance with its terms.

12.9. The officials of Bidders may be required to travel within Gujarat for project related matters. No allowance shall be payable by GMB towards the travel and related expenses.

12.10. The proposal submitted by the bidder shall remain valid for a period of one hundred and eighty (180) days from the last date of submission of bid, unless extended by mutual consent. No hard copy of the Financial Bid shall be submitted. If any bidder submits the Financial Bid in physical form, GMB may reject the bid.

12.11. GMB may extend the bid submission deadline, if considered necessary, to provide bidders reasonable time to take such amendment into account.

12.12. Bidders may seek clarifications on the RFP document, if any, before the Pre-bid Conference. Any request for clarification must be sent by letter or email to GMB.

12.13. At any time before the submission of Bid, GMB may amend the RFP by issuing an addendum, which shall be binding on the Bidders. Bidders shall acknowledge all amendments and submit along with their Bids duly signed.

12.14. CONTENT OF THE BIDS

12.14.1. The Technical Bid shall be placed in a sealed envelope clearly marked "TECHNICAL BID". Similarly, for Tender Fee and EMD, the envelope shall be clearly marked "TENDER FEE AND EMD" along with the bidder's name in BLOCK LETTER written on top. The outer envelope shall be addressed to the General Manager (PPP), Gujarat Maritime Board, super scribing on the Bid: "Request for Proposal (RFP) for Selection of Consultant for Technical and Financial Cost Verification of Capital Investment under BOOT Policy". This main envelope shall contain following two envelopes.

- Tender Fee and EMD envelope: Demand Draft towards Tender Fees, EMD in separate envelope.
- Technical Bid envelope: This envelope shall contain Technical Bids including Annexure I to Annexure IX with all necessary documents.

12.15. SUBMISSION, RECEIPT AND OPENING OF BIDS

12.15.1. The Bid (Technical Bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signs the Bid must initial such corrections. Submission letters for Technical Bids should respectively be in the formats as specified in the RFP document.

12.15.2. The bids shall be signed and submitted by the Authorized Signatory of the Bidder /Leader of the Bidding Consortium The authorization shall be attached in the Technical Bid and shall be in the form of a written power of attorney/board resolution or in any other appropriate form demonstrating that the representative has been duly authorized to sign.

12.15.3. The Bids must reach GMB on or before the last date of bid submission specified in Chapter – 1 – Bid Notice, by Registered Post or by Speed Post.

12.15.4. All supporting documents corresponding to the experience submitted clearly mentioning the requisite information shall compulsorily be submitted in Technical Bid. In cases where supporting documents are not submitted showing the requisite information, projects shall not be considered and shall be the sole responsibility of the bidder.

12.15.5. Bidders must submit the same information online (n-procure portal) and physical copy. Any discrepancy on both modes, only online submission will prevail for evaluation and GMB will reckon final decision accordingly.

12.16. The offer must be submitted in English language. All documents, specifications, schedules, notices, correspondences, operation and maintenance, instructions or any other written material in connection with this work shall be in English language.

12.17. Bidders shall not rely on any oral communication or informal clarification unless confirmed in writing by GMB.

13. GENERAL TERMS AND CONDITIONS

13.1. CONFLICT OF INTEREST

13.1.1. The Bidder (including, where applicable, its Consortium Members, parent entities and subsidiaries) shall be deemed to have a Conflict of Interest if it has, at any time in the past, undertaken any assignment, engagement, or activity with respect to the specific asset(s), port(s), covered under this RFP, which may impair, or may reasonably be perceived to impair, its independence, objectivity, or impartiality in carrying out the cost verification assignment(s). Further, the Bidder shall also be deemed to have a Conflict of Interest if, on the date of submission of the Bid or during the currency of the assignment, it is engaged in any ongoing assignment(s), consultancy, advisory, valuation, auditing, engineering, project management, cost verification, due diligence, or any other professional or commercial engagement with the entity concerned with the assignment.

13.1.2. The Bidder shall disclose in its Proposal all actual, potential or perceived Conflicts of Interest and shall remain under a continuing obligation to promptly disclose to the Authority any such Conflict of Interest arising or coming to its knowledge at any stage of the bidding process or during the currency of the assignment.

13.1.3. During the currency of the assignment, the Bidder shall not, without prior written disclosure to and approval of the Authority, accept or undertake any new engagement with the concerned Concessionaire or any entity connected with the asset(s)/port(s) covered under this RFP, where such engagement may give rise to an actual, potential or perceived Conflict of Interest.

13.1.4. If any Conflict of Interest is identified or arises during the assignment, the Authority shall have the right to require the Bidder to take appropriate measures, including withdrawal or replacement of concerned personnel, implementation of safeguards, suspension or cessation of the affected scope, or termination of the affected assignment. Where the Conflict of Interest is material and cannot, in the opinion of the Authority, be satisfactorily resolved or mitigated, the Authority may terminate the affected assignment and/or disqualify the Bidder from the affected scope, without any liability to the Authority. Failure to promptly disclose such Conflict of Interest shall constitute a material breach of the RFP/Agreement and may attract such further action as provided therein.

13.2. PERFORMANCE SECURITY

13.2.1. To ensure the due performance of the Contract, the selected Bidder shall furnish a Performance Security prior to the commencement of the assignment. The Performance Security shall be equivalent to 10% of the total fees quoted (plus 18% GST) by the selected Bidder.

13.2.2. The Performance Security shall be submitted in the form of an unconditional and irrevocable Bank Guarantee issued by any Scheduled Bank or Private Sector Bank permitted by the Government of Gujarat. Bank Guarantees issued by Scheduled Banks and Private Sector Banks shall be accepted in accordance with the Government of Gujarat, Finance Department GR No. FD/MSM/e-file/4/2025/2712/D.M.O. Dated 01/04/2026 or any subsequent amendments thereto.

13.2.3. The Performance Security shall remain valid for the entire duration of the Contract including any extensions, and for a further period of three (3) months after completion of the assignment.

13.2.4. Performance Security may be invoked by GMB in case of breach of contract, failure to perform the obligations under the contract, or non-compliance with the terms and conditions of the RFP/Agreements.

13.2.5. The Performance Security shall be released after satisfactory completion of the assignment and submission of all required reports, subject to settlement of any claims, penalties, or dues payable to GMB.

13.3. PENALTY

13.3.1. Time shall be the essence of the Contract. The selected Bidder shall complete this assignment and submit the reports in accordance with the schedule prescribed by GMB.

13.3.2. In case of any delay or non-compliance with the prescribed schedule, where such delay is attributable to the selected bidder, a penalty at the rate of 0.1% (Zero Point One Percent) of the total fees for each day of delay or part thereof, subject to a maximum of 10% of the applicable consultancy fees (plus applicable GST), shall be levied and recovered from the payments due to the Selected Bidder.

13.3.3. Unauthorized substitution or deployment of a replacement before written approval shall attract a contractual penalty of INR 5,00,000/- plus applicable taxes, if any, per person per event, recoverable from amounts due or the Performance Security, without prejudice to delay damages, termination or other remedies. No penalty shall apply where replacement is required due to death, permanent incapacity or an unavoidable conflict arising after award, provided the consultant gives immediate notice and obtain approval before deployment.

"Unauthorized Substitution" shall include, but not be limited to:

a. replacement of any Key Personnel without obtaining prior written approval of GMB;
b. deployment of any replacement personnel before receipt of GMB's written approval;
c. substitution of approved personnel with individuals possessing qualifications, experience, expertise, certifications, or seniority inferior to those of the originally proposed and evaluated personnel;
d. withdrawal, reassignment, non-deployment, or non-availability of approved Key Personnel resulting in a vacant position beyond the period permitted under the Contract;
e. repeated replacement of the same Key Personnel, or excessive personnel turnover, which in the opinion of GMB adversely affects continuity, quality, efficiency, or timely performance of the Services;
f. deployment of personnel who were not included in the Consultant's Proposal or subsequently approved by GMB;
g. reassignment of approved Key Personnel to other assignments, projects, or engagements resulting in their reduced availability or non-availability for the Services;
h. misrepresentation of the availability, commitment, qualifications, experience, or participation of any proposed Key Personnel during the bidding process or during execution of the assignment;

i. temporary deployment of substitute personnel during periods of leave, absence, or unavailability of approved Key Personnel without prior written approval of GMB;
j. replacement arising from the Consultant's internal resource allocation, staffing decisions, transfers, resignations, or other circumstances within the Consultant's control, without obtaining prior written approval of GMB;
k. failure to maintain the minimum level of effort, man-month inputs, personnel deployment commitments, or availability requirements specified in the Consultant's Proposal and accepted by GMB; and
l. any other action or omission by the Consultant that results in replacement, dilution, reduction, withdrawal, reassignment, or non-availability of approved Key Personnel without compliance with the provisions of the Contract.

13.4. CONFIDENTIALITY

13.4.1. The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the GMB. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the GMB whose decision shall be final. The Bidder or its representative should neither disclose the data nor sell the data or use it for commercial exploitation or research work without the written permission of the GMB.

13.4.2. The bidder shall be bound to hand-over the entire set of records of assignment to the GMB before the expiry of the contract, and before the final payment is released by the GMB.

13.5. BANKRUPTCY

13.5.1. If the selected bidder becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purposes only or amalgamation or construction or carry on their business under a receiver for the benefit of their creditors or any of them, GMB/Competent Authority shall be at liberty:

a) To terminate the assignment forthwith without any notice in writing to the selected bidder or to the liquidator or receiver or to any person in whom the bidder may become vested.
b) To give such liquidator receiver or other person the option of executing the Cost Verification assignment through the teams of the selected bidder subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by the Company.

13.6. TERMINATION

GMB shall be entitled to terminate this contract at no cost to:-

13.6.1. In the event of force majeure as defined elsewhere in this document

13.6.2. Forthwith by writing to the Bidder in the event Bidder is adjudicated or found bankrupt or insolvent or any order is made or resolution passed for the winding up, liquidation or dissolution of the Bidder.

13.6.3. GMB may terminate the assignment if the selected bidder fails to perform the assignment in accordance with this RFP / Work Order / Agreement;

13.6.4. The selected bidder submits false or misleading information;

13.6.5. The selected bidder fails to maintain confidentiality;

13.6.6. The selected bidder becomes insolvent or unable to perform the assignment;

13.6.7. A material conflict of interest arises and is not resolved to the satisfaction of GMB;

13.6.8. The selected bidder fails to submit deliverables within agreed timelines for reasons attributable to it;

13.6.9. GMB decides to discontinue the assignment for administrative reasons.

13.6.10. For any other reason by giving Thirty (30) days written notice, stating the reasons for termination.

13.6.11. Upon termination, the selected bidder shall submit all work-in-progress, documents, information, analyses and deliverables prepared up to the date of termination, as may be required by GMB by giving written notice to the selected bidder.

13.6.12. Termination of this Contract shall be without prejudice to any rights or remedies accrued to either Party prior to such termination.

13.6.13. No further payment shall become due to the selected bidder in respect of any period after termination of this Contract with the exception only on any payment previously accrued and due to selected bidder under the terms of this Contract.

13.7. FORCE MAJEURE

13.7.1. A delay in or failure of performance of any one or more of its obligations by either Party shall not constitute default hereunder nor give rise to any claim for damage if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent including Acts of God by the exercise of reasonable diligence the continuation of which by the exercise of reasonable diligence the affected Party is unable to control and the consequences of which the affected Party is unable to prevent, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and has used all reasonable endeavors to minimize the effects thereof.

13.7.2. If such a delay in or failure of performance caused the suspension of the services hereunder for a continuous period of seven (7) days. GMB shall be entitled at any time thereafter to terminate this Contract forthwith by written notice to the selected Bidder.

13.8. DISPUTE RESOLUTION- LAW GOVERNING THE CONTRACT

13.8.1. Any dispute arising out of or in connection with this RFP / Work Order / Agreement shall first be attempted to be resolved amicably through mutual discussion.

13.8.2. If the dispute is not resolved amicably, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Gandhinagar, Gujarat. The language of arbitration shall be English

13.8.3. Notwithstanding the existence of any dispute or difference and / or reference for arbitration, the firm shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the firm shall not be withheld by the GMB on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

13.9. PERMITS, LAWS AND REGULATIONS

13.9.1. Bidder to comply with applicable laws.

13.9.2. The Bidder shall in carrying out the Services observe and be bound by all applicable laws and hereby undertakes to comply with all laws, ordinances, rules, regulations, by laws, decrees, and orders whether of Government or other authority or agency having jurisdiction in relation to the Parties. Services or to the Site and the Bidder shall give all notices and furnish any bonds, deposits and securities required by official authorities to permit the performance of the Services.

Annexure I

TECHNICAL BID APPLICATION FORM

Name of work: RFP for Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy

To,
General Manager (PPP),
Gujarat Maritime Board,
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Subject: **Submission of Technical Bid for Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy.**

Sir,

With reference to the above-mentioned RFP issued by Gujarat Maritime Board, we hereby submit our Technical Bid for undertaking for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy.

We confirm that we have examined the RFP document, including scope of work, eligibility criteria, deliverables, payment terms, instructions to bidders, general terms and conditions and annexures. We agree to undertake the assignment in accordance with the terms and conditions specified in the RFP, if selected.

The application is made by us on behalf of……………………………………….. In the
Capacity of………………………………………... ……………………………….. duly
Authorized to submit the offer.

We further confirm that the information submitted by us in the Technical Bid and supporting documents is true, correct and complete to the best of our knowledge and belief. We understand that any false statement, misrepresentation or suppression of material information may result in rejection of our bid or termination of assignment, if awarded. We confirm that we fulfil the minimum eligibility criteria specified in the RFP and have submitted relevant documentary evidence along with this Technical Bid.

We undertake to deploy qualified professionals, subject matter experts for relevant asset classes, wherever required under applicable law, for undertaking the assignment.

We agree that Gujarat Maritime Board reserves the right to accept or reject any or all proposals in accordance with the RFP and applicable procurement norms

Signature of the Authorized signatory of applicant
Name of Authorized Signatory: ______________________
Designation: ____________________
Place: ___________________
Telephone no. :______________

Encl:
1. Annexure duly filled in prescribed form
2. Evidence of the authority to sign

Annexure II

Details of Organization/ Bidder

(Each member should submit the details in case of consortium)

	Particulars	Details
	Name of the Bidder	
	Type of Entity	Company/ LLP / Partnership Firm / Consulting Firm / Professional Services Firm / Advisory Firm / Others
	Date of Incorporation/Registration	
	Registration Number / CIN / LLPIN / Firm Registration Number, as applicable	
	PAN	
	GST Registration Number	
	Registered Office Address of the Bidder	
	Contact Person & Contact Details (including Mobile no. & email address & Website)	
	Bidder's Experience	
	No of years of experience of similar work	
	Similar Assignment carried out in last 10 years: Name of Client: Name Assignment: Brief of Assignment: Professional Fees received (in Rs. Lakhs) Duration: Starting and Ending date	
	Details of individual(s) who will serve as the point of contact/ communication for GMB: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone Number: (f) E-Mail Address:	
	Particulars of the Authorized Signatory of the Bidder: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Phone Number: (f) Email Address:	
	Address of the corporate headquarters and its branch office(s), if any, in India:	

- Please use additional sheets, if required, for submitting additional information.
- Please submit documentary proof of the above information, along with the Bid.

Signature of the Authorized signatory of applicant

Name: ____________________

Position: __________________

Address: ____________________

Telephone no. :_______________

Annexure III

DETAILS OF RELEVANT ASSIGNMENT / PROJECT EXPERIENCE

S. No.	Name of Client	Name of Assign ment	Sector	Nature of Service Provided	Brief Scop e	Start & End Date	Total value of Assets verified (in Rs. crores)	rofessional Fees received (in Rs. Lakhs)	Documentary evidence Submitted Y/N
1									
2									
3									
4									
5									
6									

The bidder may submit work orders, completion certificates, client certificates, engagement letters, redacted documents or self-certified assignment details signed by the authorised signatory, subject to confidentiality obligations. We hereby certify that the assignment details provided above are true and correct to the best of our knowledge and belief. We understand that GMB may seek additional information / clarification / documentary evidence in support of the experience claimed.

Signature of the Authorized signatory of applicant

Name: ______________________

Sign of Authorized Authority: ______________________

Name of Authorized Signatory: ______________________

Designation: ____________________

Date: ______________________

Place: ___________________

Telephone no. :_____________

Annexure IV

Financial Capacity

TO WHOMSOEVER IT MAY CONCERN

This is to certify that as per the audited financial statements / books of accounts of M/s ________________________, the turnover / gross receipts from professional services for the last three completed financial years are as follows: :

S. N.	Financial Year	ual Turnover (in Rs. Lakhs)	Gross	Net Worth Audit FS/CA Certificate
1	2023-24			
2	2024-25			
3	2025-26			
4	rage Annual Turnover [(1)+(2)+(3)]/3			

Certificate from the Statutory Auditor

We hereby declare that the financial information submitted above is true, correct and complete to the best of our knowledge and belief. We understand that GMB may reject the proposal or cancel the award if any information is found to be false, misleading or materially incorrect.

Unique Document Identification Number (UDIN):

Name of Authorized Signatory:

Designation:

Signature of Authorized Signatory:

Date:

Place:

Seal of Audit firm:

Annexure V

Format for Declaration of Blacklisting by any Government/ Public Sector Organization

(To be submitted on the letterhead)

The Company/ Firm should not have been blacklisted by any Government/ Public Sector Organization;

Letter No: Date:

UNDERTAKING

To,
General Manager (PPP),
Gujarat Maritime Board,
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Subject: Declaration regarding blacklisting / debarment for RFP for Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy.

Dear Sir,

We, M/s _________________________, having our registered office at _________________________, hereby declare that we have not been debarred, blacklisted, banned or delisted by any Central Government, State Government, Union Territory, statutory authority, public sector undertaking, government board, government corporation or public sector entity in India during the last three financial years as on the bid submission date.

We further declare that no proceedings for blacklisting / debarment are pending against us before any such authority, except as disclosed below:

]

Details of pending proceedings, if any:

Name of Authority:
Nature of Proceedings:
Present Status:
Brief Details:

If no such proceedings are pending, write "Not Applicable".

We understand that if the above declaration is found to be false, misleading or incorrect at any stage, GMB may reject our bid, cancel the award, terminate the assignment and take such other action as may be permissible under the RFP and applicable law.

Yours sincerely,

Authorized Signatory
Name of Authorized Signatory:
Signature of Authorized Signatory:Designation:
Date:
Place:

Seal of firm:

Annexure VI

Power of Attorney

POWER OF ATTORNEY / AUTHORISATION FOR SIGNING OF BID

(On Rs. 300/- Stamp paper duly attested by Notary Public)

Know all men by these presents, that we, M/s __________________________, a company / limited liability partnership / partnership firm / consulting firm / professional services firm / advisory firm incorporated / registered under the laws of India and having our registered office at __________________________ do hereby nominate, constitute and appoint Mr. / Ms. __________________________, son / daughter of __________________________, aged about _____ years, presently holding the designation of __________________________ in our organisation, as our true and lawful authorised representative for the purpose of signing and submitting the bid and related documents for:

"RFP for Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy ".

The authorized representative is hereby authorized to:

who is presently employed with us and holding the position of ___ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for **Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy** , including signing and submission of all documents and providing information/ responses to Authority in all matters in connection with our Bid.

We hereby agree to ratify and confirm all acts, deeds and things lawfully done by the authorized representative pursuant to this authorization.

This authorisation shall remain valid until completion of the bidding process and, if selected, until execution of the Work Order / Agreement or such further period as may be required by GMB, unless revoked earlier by written notice.

Dated this the Day of 202_

For
(Name, Designation and Address)
Accepted
__________________Signature)
(Name, Title and Address of the Attorney)
Date: __________
Place:

Note:

The bidder may submit Power of Attorney, Board Resolution, Partner Resolution, LLP authorisation or any equivalent authorisation document evidencing authority of the signatory to sign and submit the bid. This authorization shall be submitted on the letterhead of the bidder or on stamp paper, as applicable under the bidder's internal authorisation requirements and applicable law.

Annexure VII

Format for Power of Attorney for Lead Member of the Consortium

(On INR 300/- Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Whereas, the **Vice Chairman & Chief Executive Officer, Gujarat Maritime Board, Sagar Bhavan, Sector – 10A, Gandhinagar, Gujarat – 382010** has invited proposals from qualified Applicants for taking up Consultancy Services for **RFP for Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy** Whereas, ______________ and __________ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS _______ DAY OF _______ 202_.

For __________
(Name & Title)

For __________
(Name & Title)

Witnesses:
1.
2.
(Executants)
(To be executed by all the Members of the Consortium)

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

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure VIII

Declaration of Conflict of Interest and Independence

Date:
To,
The Gujarat Maritime Board,

I/We, **[Full Name / Name of Firm]**, hereby declare that I/We am/are participating in the RFP titled **"[RFP Name]"** in the capacity of **[Your Role/Title]**.

I/We solemnly affirm the following:

1. Independence

I/We confirm that I/We am/are acting independently, objectively, and in good faith in the execution of responsibilities related to this project. All decisions and actions shall be based solely on professional judgment and the best interests of the project and its stakeholders.

2. Conflict of Interest

I/We acknowledge that the Bidder (including, where applicable, its Consortium Members, parent entities and subsidiaries) shall be deemed to have a Conflict of Interest if it has, at any time in the past, undertaken any assignment, engagement, or activity with respect to the specific asset(s), port(s),covered under this RFP, which may impair, or may reasonably be perceived to impair, its independence, objectivity, or impartiality in carrying out the valuation and/or cost verification assignment(s).

I/We further acknowledge that a Conflict of Interest shall also be deemed to exist if, on the date of submission of the Bid or during the currency of the assignment(s), I/We am/are engaged in any ongoing assignment(s), consultancy, advisory, valuation, auditing, engineering, project management, cost verification, due diligence, or any other professional or commercial engagement with the entity concerned with the assignment.

In the event that such a conflict of interest is identified, the bidder shall not be permitted to participate in, or shall be disqualified from continuing with, the said assignment.

Accordingly, I/We hereby declare that, to the best of my/our knowledge:

- I/We do not have any personal, financial, or other interests that could improperly influence, or be perceived to influence, my/our involvement in this project.
- I/We are not affiliated with any organization or individual that may derive direct or indirect benefit from the outcomes of this project in a manner that could compromise impartiality.
- I/We have disclosed any past assignment, engagement, activity, financial interest, advisory role, or business relationship relating to the specific asset(s), port(s), concessionaire(s) or other entity concerned with the assignment that may impair, or may reasonably be perceived to impair, my/our independence, objectivity, or impartiality. I/We further confirm that, except as disclosed in Annexure VIII-1,

I/We do not have any actual, potential, or perceived Conflict of Interest in relation to the assignment(s) for which I/We have submitted a bid.

3. Disclosure

Should any actual or potential conflict of interest arise **at any time during the course of the assignment**, I/We undertake to promptly disclose the same in writing to the Gujarat Maritime Board and to take such steps as may be directed to resolve or mitigate the conflict in accordance with applicable policies and procedures.

For detailed disclosure, please refer **Annexure VIII-1**.

This declaration is made in good faith and with full understanding of the importance of integrity, transparency, and accountability in all professional engagements.

Sincerely,

(Seal and Signature of Authorized Signatory)
(Name & Designation)
(Firm/Entity Name)
(Signatures of each member of the Bidder, wherever applicable)

Annexure VIII-1

Disclosure on Independence and Conflict of Interest

(Submitted by applicant / each member of Consortium on company's letterhead)

I confirm that I/we have had past and/or ongoing engagements that may give rise to actual, potential, or perceived Conflict of Interest and/or Independence issues in relation to the following assignment.

Cost Verification of Private Ports (1 Assignment)						
S.N.	**Name of Concessionaire / Sub Concessionaire**	**Location**	**Approximate Value of Asset in Cr**	**Independence confirmation (Independent /Dependent)**	**Conflict of Interest (Yes/No)**	**Bidding for Assignment (Yes/No)**
1	Adani Ports and SEZ Ltd (Erstwhile Gujarat Adani Ports Limited)	Mundra	22000			

Seal with signatures of each members of the Bidder

Annexure IX

Format of Consortium Agreement

(To be executed on stamp paper of Rs. 300/-)

This CONSORTIUM AGREEMENT is entered on this the ………. day of.. 20…

For Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy .

This Consortium Agreement is executed on _________ between:

1. ____________________________ (Lead Member) having its registered office at ____________________________.
2. ____________________________ (Consortium Member) having its registered office at ____________________________.

The above entities are collectively referred to as the "Consortium Members".

1. Purpose

The Consortium Members agree to jointly participate in the RFP issued by GMB for Cost Verification of APSEZ and, if selected, to perform the assignment in accordance with the RFP and Contract**.**

2. Consortium Structure

The consortium shall consist of a maximum of two members. The Lead Member shall be the single point of contact with GMB.

3. Exclusivity

Neither member shall participate individually or through any other consortium for the same assignment.

4. Roles and Responsibilities

The Lead Member shall coordinate bid submission, contract management and communication with GMB. The Consortium Member shall perform the responsibilities assigned under the technical proposal and consortium arrangement.

5. Joint and Several Liability

Both Consortium Members shall be jointly and severally responsible for all obligations, services, representations and commitments under the RFP and any resulting contract**.**

6. Authority of Lead Member

The Lead Member is authorized to submit the bid, receive instructions, sign correspondence, submit invoices and act on behalf of the consortium in all matters relating to the assignment.

7. Representations

Each member confirms that it is legally constituted, duly authorized to enter into this Agreement and not restricted from participating in the assignment**.**

8. Payment

Any payment released by GMB to the Lead Member shall constitute valid discharge of GMB's payment obligation. Allocation among members shall be managed internally by the consortium**.**

9. Validity

This Agreement shall remain valid from the date of execution until completion of the assignment or until the consortium is unsuccessful in the bidding process.

10. Governing Law

This Agreement shall be governed by the laws of India and subject to the jurisdiction of competent courts in Gujarat.

Consortium Member Details

rticulars	d Member	nsortium Member	le in Assignment
me of Entity			
thorized Signatory			

Declaration

We hereby agree to form the above consortium and undertake to comply with all provisions of the RFP and Contract. We further confirm our joint and several liability for successful completion of the assignment.

Lead Member: ____________________

Authorized Signatory & Seal

Consortium Member: ____________________

Authorized Signatory & Seal
Date: ___________

Place: ___________

Annexure X

NON-DISCLOSURE AGREEMENT / CONFIDENTIALITY UNDERTAKING

(On Rs. 300/- Stamp paper duly attested by Notary Public)

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is executed on date______ 2026 ("Effective Date") at Gandhinagar, Gujarat,

BY AND BETWEEN

This Non-Disclosure Agreement / Confidentiality Undertaking is executed on this ____ day of _________, 20___ by M/s _________________________, having its registered office at _________________________ ("Bidder / Selected Bidder"), in favour of Gujarat Maritime Board, having its office at Sagar Bhavan, Opp. Air Force Station, "CHH" Road, Sector - 10/A, Gandhinagar – 382010, Gujarat ("GMB"). WHEREAS GMB has issued an RFP for Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy . of the FIRST PART;

AND

AND WHEREAS the Bidder / Selected Bidder may receive confidential information, documents, records, data, reports, correspondence, technical information, financial information, contractual information and other materials from GMB / APSEZ or generated during the bidding process / assignment. permitted assigns of the SECOND PART ;

The Disclosing Party and the Receiving Party shall hereinafter be singly referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

A. For the purpose of this undertaking, "Confidential Information" shall include all information, documents, records, data, reports, agreements, drawings, layouts, asset records, financial statements, technical documents, correspondence, presentations, clarifications, verification materials and any other information received from GMB / APSEZ or generated in connection with the APSEZ Cost Verification assignment, whether provided in written, oral, electronic, physical or any other form. Whereas the Receiving Party intends to obtain certain confidential information for the purposes of formulation of its Bid for the said RFP; and

B. During the execution of activities as per the terms of the RFP, the Receiving Party or its employees, consultant, agents shall have access to data or information of the Project which shall be strictly confidential and required to be secured by Receiving Party at all the times. With an intent to preserve confidentiality of such information, the Parties are entering into this Non-Disclosure Agreement ("Purpose"), subject to the terms and conditions as hereinafter contained. It is clarified that all data or information collected during the term of Contract shall be treated as Confidential Information as per the provisions of this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below:

1. **DEFINITIONS**: In this Agreement, the words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. Also, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

(a) "**Agreement**" means this Non- Disclosure Agreement, as modified or amended or supplemented from time to time;

(b) "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time hereafter, within or outside India;

(c) "**Authority**" means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government-owned and howsoever constituted or called, that exercises the functions of a central bank);

(d) "**Person**" means any natural person, corporation, company, foundation, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, authority or any other entity whether acting in an individual, fiduciary or other capacity.

(e) "**Third Party**" means any Person that is not a Party to this Agreement.

2. **CONFIDENTIAL INFORMATION**: For the Purpose of this Agreement, Confidential Information, means and includes,

(a) information, document and/or material, whether proprietary or non- proprietary, which is disclosed by Disclosing Party, or Receiving Party may obtain knowledge of or access to from the Disclosing Party,

(b) information disclosed on or subsequent to execution of this Agreement during negotiations or discussions between the Disclosing Party and the Receiving Party whether or not set forth in writing,

(c) any data or information of the deceased and beneficiary records and data generated during any of the activity as per the terms of the Contract;

(d) any record relating to deceased and beneficiary, and/or operational information, data, know-how, structure and documentation,

(e) intellectual property, interest and knowledge information described as proprietary or designated as confidential information, and/or

(f) information and documents derived, developed or modified from or based on any of the aforesaid;

(g) any and all facts, knowledge and information of any nature whatsoever, whether written, oral, visual, verbal, in electronic, magnetic and/or optical form or otherwise, concerning the Disclosing Party or the activities as per the terms of Contract, which includes, but is not necessarily limited to, reports, project studies and reports, commercial reports, contractual documents, past expenditures, projected budget, licenses, orders, permits, marketing studies, and process information or data, , ideas, designs, data, processes, , flow diagrams, know- how, and computer programming and other software and software techniques and such other notes, interpretation, derivative or analysis of such data, in whatsoever manner such information is documented, that has been or may hereafter be provided or shown to the Receiving Party by the Disclosing Party or is gathered, received or obtained directly or is otherwise obtained from review of the Disclosing Party 's documents or property or discussions with the Disclosing Party by the Receiving Party;

(h) any and all reports, notes, minutes, summaries, flow-charts, diagrams and any other information that is prepared by the Receiving Party based on discussions or interactions with the Disclosing Party pursuant to this Agreement; and

(i) Notwithstanding anything aforementioned in para 2, the information shall be deemed confidential even if inadvertently, not marked as such.

3. Notwithstanding Clause 2 hereinabove but subject to Applicable Laws, the following information will not constitute Confidential Information for the Purpose of this Agreement:

(a) information which the Receiving Party can conclusively prove was already lawfully in its possession and was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;

(b) information which is lawfully and demonstrably in the public domain or becomes part of public domain after the date of disclosure other than through a breach of this Agreement by the Receiving Party;

(c) information, which was or is independently developed by the Receiving Party without reference to the Confidential Information disclosed under this Agreement; and

(d) is approved for public release by written authorization of the Disclosing Party.

4. OBLIGATIONS OF THE RECEIVING PARTY IN RESPECT OF CONFIDENTIAL INFORMATION

(a) The Receiving Party shall use the Confidential Information only for the purpose of fulfilling its obligations as per the terms of RFP and shall keep it confidential and not disclose the Confidential Information to any other person, affiliate, subsidiary, firm, corporation, or party, except to the extent that any Confidential Information:

(i) is now or subsequently becomes publicly available through no act, fault, breach or omission on the part of the Receiving Party; or

(ii) was or is independently developed by the Receiving Party without reference to the Confidential Information disclosed hereunder; or

(iii) is approved for release by written authorization of the Disclosing party; or

(iv) disclosure by Receiving Party is required by law or by order of any court or government or regulatory agency, within India.

(b) In the event the Receiving Party is required to disclose Confidential Information upon an action, summons or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will notify Disclosing Party, wherever practicable, possible and permitted, of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law, to enable the Disclosing Party to protest or seek injunctive relief in addition to all legal remedies.

(c) The Receiving Party shall not, without the prior written consent of Disclosing Party, display or disclose all or any part of the Confidential Information, in any manner or circumstances whatsoever, to any person or any Third Party, except its directors, officials, employees, advisors or consultants and the Confidential Information shall be used by the Receiving Party, directly or indirectly, solely for the purpose of considering, evaluating and effecting the Purpose. The Receiving Party shall not use the Confidential Information in any way detrimental to the Disclosing Party.

(d) The Receiving Party shall ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party, its employees, officers, affiliates, etc. shall not make any copies, take photographs, make notes or recordings of the Confidential Information unless the same are previously approved in writing by the Disclosing Party and agrees that all originals and any copies, reproductions or reductions to writing so made shall remain at all times the exclusive property of the Disclosing Party.

(e) The Receiving Party shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose to any unauthorized Person or to any unauthorized Third Party to use or allow its employees and staff to disclose or use any Confidential Information stated in this Agreement.

(f) The Receiving Party shall not reverse engineer, disassemble or de-compile any information, which embody the Confidential Information, and which are provided and/or collected by the Receiving Party hereunder.

(g) The Receiving Party undertakes to limit the access to the Confidential Information solely to those of its directors, officials, employees, advisors or consultants who have reason to require access only on “need to know” basis.

(h) The Receiving Party should ensure confidentiality and security of data along with the compliance of the provisions of the Information Technology Act, 2000.

(i) The Receiving Party shall not use or not disclose any data to any third party for use or for purpose of any research or publication without prior permission/approval of Disclosing Party.

(j) The bidder shall not use or not disclose any data to any third party for use, for the purpose of any research or publications without prior approval of GBRC.

5. **REPRESENTATIONS AND WARRANTIES**: The Receiving Party represents and warrants to the Disclosing Party that on the date of signing of this Agreement:

(i) The Receiving Party is competent to contract and enter into this Agreement under the Applicable Law to which it is subject to;

(ii) This Agreement constitutes the legal, valid and binding obligations of the Receiving Party; and,

(iii) This Agreement does not conflict in any material respect with any law or regulation or any document binding on the Receiving Party and that the Receiving Party has obtained all necessary consents for its performance under this Agreement.

6. **EXCLUSIVITY**: Nothing in this Agreement shall prohibit the Disclosing Party entering into similar transaction/agreement with other parties and the Purpose for which this Agreement is being entered into shall not be deemed to have been entered into on exclusivity basis. Both the Parties shall have the liberty to negotiate and enter into similar kind of arrangements with any Third Party.

7. **OFFER**: It is understood that the furnishing of the Confidential Information under this Agreement neither constitutes an offer of any nature nor obligates the Parties to enter further discussions whatsoever or forms the basis of or any representation in relation to any contract. The Disclosing Party shall be under no obligation to disclose to the Receiving Party any additional documents, papers or Confidential Information save and except what the Disclosing Party in its sole discretion deems necessary for the purpose of the availing the said services.

8. **TERMINATION**: This Agreement shall be valid until,

   (i) termination of this Agreement by mutual consent of the Parties;

   (ii) termination of this Agreement by any Party ("Non-Defaulting Party") against the other Party ("Defaulting Party") upon committing a material breach of the provisions of this Agreement and failing or neglecting to cure such breach within a period of 10 (ten) days from the date of notice to that effect issued by the Non-Defaulting Party to the Defaulting Party;

   (iii) Notwithstanding anything contrary contained in this Agreement, the rights and obligations of the Receiving Party with regard to Confidential Information shall survive till perpetuity even after the expiry or earlier termination of this Agreement and shall be valid until the Confidential Information comes into the public domain.

9. **LICENSE**: The Disclosing Party does not grant or extend to the Receiving Party any right or license of any kind whatsoever, which the Disclosing Party may now have or may hereby obtain with respect to the Confidential Information. No Intellectual Property Right (“IPR”) is either granted or implied in favour of the Receiving Party in respect of the Confidential Information.

10. **RIGHT TO ASSIGN OR TRANSFER**: The Parties shall not have the right to assign or transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the other Party.

11. **WAIVER**: The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

12. **BINDING AGREEMENT**: This Agreement shall be fully binding upon and inure to the benefit of their successors and assigns. The obligation of this Agreement shall continue to exist in perpetuity.

13. **INDEMNITY**: Receiving Party agrees to indemnify and hold harmless the Disclosing Party, its partners and staff against all loss, damage and expense (including legal expenses relating to any actions, proceedings and claims brought or threatened) of whatsoever nature and howsoever arising out of or in connection with any breach by Receiving Party or its representatives, employees etc. of the terms and conditions of this Agreement.

14. **SEVERABILITY**: In the event that any provision of this Agreement shall be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.

15. **AMENDMENT**: No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

16. **GOVERNING LAW**: This Agreement shall be governed by and interpreted in accordance with substantive and procedural laws of India. Any matter or dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Gujarat.

17. **DISPUTE RESOLUTION**: In the event of dispute between the Parties in connection with the validity, interpretation, and implementation or alleged breach of any provision of this Agreement, the Parties shall attempt to resolve the dispute in good faith through mutual understanding. In case any such difference or dispute is not amicably resolved within 60 (sixty) days of such referral for resolution, it shall be resolved through arbitration.

18. **ARBITRATION**: In the event of any claim, dispute or difference arising out of or in connection with or in relation to this Agreement is not resolved through mutual understanding as given in Clause 17, in that case, the aggrieved Party will notify the other Party of the claim, dispute or difference and set out in such notice the claim, dispute or difference, giving details of such claim, disputes or differences and notify the other Party that the aggrieved Party desires such claim, dispute or difference to be settled by arbitration under the Arbitration and Conciliation Act, 1996. The seat and venue of the arbitration shall be at Gandhinagar, Gujarat. The proceedings of arbitration

shall be conducted in English Language and the arbitral award shall be a speaking award substantiated in writing and binding on the parties.

19. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED OFFICIAL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

NED AND DELIVERED BY (on behalf of GMB)	NED AND DELIVERED BY behalf of M/s.______________
Signature: Name: Designation: Address: Witnesses **1.** Signature: Name: Designation:	Signature: Name: Designation: Address: Witnesses **2.** Signature: Name: Designation:

Annexure XI

Submission Letter of Financial Bid

*(To be submitted online through **N-PROCURE** by Sole Applicant/ Lead Member)*

To,
General Manager (PPP),
Gujarat Maritime Board,
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Sub: Request for Proposal (RFP) for Selection Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy

Reference Authority, Letter no: ___________________________ dt: __________

Sir,

I/ We, the undersigned, offer to provide the consulting services for "**Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy**" in accordance with your Request for Proposal dated <date> i.e. the date of publication, and our Bid (Technical and Financial Bids). Our Financial Bid is given as Annex - A. This amount is excluding of 18% Goods and Service Tax (GST) as applicable.

Please note that the Financial Bid is unconditional and unqualified and is not subject to any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Bid shall be binding upon us till the validity period of the Bid, i.e. 180 days from last date of the Technical Bid and Financial Bid.

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

We remain,
Yours faithfully,
Signature____________________
Full Name____________________
Designation__________________
Name of the Firm______________
Mobile No____________________
E-mail____________________
Address____________________

Annexure XI
Annex - A
Financial Bid

*(To be submitted online through **N-PROCURE** by Sole Applicant/ Lead Member)*

To,
General Manager (PPP),
Gujarat Maritime Board,
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Sub: Request for Proposal (RFP) for Selection of Consultant for Technical and Financial Cost Verification of Capital Investments Undertaken under BOOT policy

Cost Verification of Private Ports (1 Assignment)					
S.N.	**Name of Concessionaire / Sub Concessionaire**	**Location**	**Approximate Value of Asset in Cr**	**Fees in Figure**	**Fees in Word**
1	Adani Ports and SEZ Ltd (Erstwhile Gujarat Adani Ports Limited)	Mundra	22000		

Note:

1. All the prices quoted above must be exclusive of Goods and Service Tax (GST)and other taxes and duties as applicable;
2. We have quoted rates against all assignments as mentioned above. We understand that GMB reserves the right to reject our bid in the event any assignment is left without a quoted rate.
3. No escalation would be allowed due to changes in taxes and duties except Goods and Service Tax;
4. No conditions should be attached to the Financial Bid;
5. In case of any discrepancies in the prices mentioned in the figures and words,the prices mentioned in the words would be considered as final price;
6. The travel expenses (Lodging and Boarding) of the onsite resources will be borne by the Consultant as per terms and conditions of this RFP.
7. We understand selection criteria mentioned in this RFP and final decision of GMB will prevail for selection of Bidder.
8. GMB reserved the discretionary power to award work to L1 bidder (s). However, Bidder shall carry the work based on the written direction from GMB with timeline, payment schedule and complete the work in time bound

manner.

Signature___________

Full Name_________________________

Designation______________________________

Name of the Firm_____________________________