बिड संख्या/Bid Number: GEM/2026/B/7914072
दिनांक /Dated: 13-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-09-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Ports, Shipping And Waterways
विभाग का नाम/Department Name	Others
संगठन का नाम/Organisation Name	Sagarmala Finance Corporation Limited
कार्यालय का नाम/Office Name	Sagarmala Finance Corporation Limited
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :amit.verma76@gov.in Buyer Email id: lakshmi.borgohain@gov.in
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - NIQ FOR PRE & POST BOND ISSUE RELATED COMPLIANCES FOR SMFCL BOND ISSUE; Registered legal entity in India (Company/LLP/Partnership/ Firms) CA, CS, CMA, Advocate; Yes; Hybrid(As specified in scope..
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/**Bid Details**	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / **Estimated Bid Value in INR (Inclusive of all taxes)**	150000
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the

estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:1786612463.pdf

Profile of Consultants:1786612472.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-08-2026 12:00:00	Online Mode: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/421927658378325?p=MRhniMSFgsWLsBe5k2 Meeting ID: 421 927 658 378 325 Passcode: mQ2kx9zi Physical Mode: SAGARMALA FINANCE CORPORATION LIMITED 3rd Floor-C Block, ISID Campus, 4 Vasant Kunj Institutional Area, New Delhi 110070

Hiring Of Consultants - Milestone/Deliverable Based - NIQ FOR PRE & POST BOND ISSUE RELATED COMPLIANCES FOR SMFCL BOND ISSUE; Registered Legal Entity In India (Company/LLP/Partnership/ Firms) CA, CS, CMA, Advocate; Yes; Hybrid(As Specified In Scope.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	NIQ FOR PRE & POST BOND ISSUE RELATED COMPLIANCES FOR SMFCL BOND ISSUE
Consultant's Profile	Registered legal entity in India (Company/LLP/Partnership/ Firms) CA, CS, CMA, Advocate
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Lakshmi Gogoi Borgohain	110070,Block-C, 3rd Floor, 4, Institute for Studies in Industrial Development (ISID) Campus, Vasant Kunj Institutional Area, New Delhi	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file .

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy

of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

SAGARMALA FINANCE CORPORATION LIMITED

NIQ FOR PRE & POST BOND ISSUE RELATED COMPLIANCES FOR SMFCL BOND ISSUE

Ref. No.: SMFCL/NIQ/2026-27/76

13TH August, 2026

3rd Floor-C Block, ISID Campus, 4 Vasant Kunj Institutional Area, New Delhi-110070

1. INTRODUCTION:

Sagarmala Finance Corporation Limited (SMFCL), a Mini-Ratna Category-I, Central Public Sector Enterprise under the Ministry of Ports, Shipping and Waterways (MoPSW).

The Company is registered as a Non-Banking Financial Company (NBFC) and is governed by the provisions of the RBI Act, 1934, Reserve Bank of India (RBI) Directions, Companies Act, 2013, and other applicable statutory and regulatory frameworks.

As an NBFC, the Company may mobilize resources through various avenues, including the issuance of bonds/NCDs. Consequently, the Company is required to file various periodic returns, statements, certificates, and disclosures with the Securities and Exchange Board of India (SEBI) and other regulatory authorities at prescribed intervals. These regulatory compliances are critical for ensuring continued compliance with applicable regulatory requirements, facilitating effective regulatory supervision, and maintaining sound corporate governance and transparency within the Company.

SMFCL proposes to raise resources through issuance of Bonds/Non-Convertible Debentures (NCDs), including listing of such securities on a recognized Stock Exchange, as may be decided by the Company.

The proposed fund raising through Bonds/NCDs will require compliance with various provisions of:

- Companies Act, 2013 and rules made thereunder;
- RBI Act, 1934 and applicable RBI Directions;
- RBI Master Direction – NBFC – Scale Based Regulation;
- SEBI Act and applicable SEBI Regulations/Circulars;
- SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time;
- SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as applicable to listed non-convertible securities;
- Applicable Stock Exchange requirements;
- Depositories Act/NSDL/CDSL requirements;
- Debenture Trustee requirements;
- MCA requirements; and

Other applicable statutory/regulatory requirements.

SMFCL invites sealed quotations from eligible and qualified professional firms for providing end-to-end assistance in relation to regulatory compliances pertaining to the pre and post-issuance of bonds/NCDs, prescribed by SEBI and other relevant regulatory authorities.

2. OBJECTIVE OF THE ASSIGNMENT

The principal objective of the assignment is to provide SMFCL with end-to-end compliance support covering:

- Pre-issue compliance assessment

- Compliance gap analysis
- RBI/NBFC-ML compliance
- Pre-issue and post-issue compliances
- Listing-related compliances
- Continuing compliance for listed Bonds/NCDs
- Companies Act compliance
- SEBI and Stock Exchange compliance
- Debenture Trustee and Depository coordination
- Regulatory change monitoring
- Compliance calendar and dashboard
- Board/Committee support
- Periodic compliance reporting to Senior Management and Board

3. **SCOPE OF WORK**

SCOPE OF WORK

- The selected professional agency / firm shall provide end-to-end professional assistance/ support services for pre- and post-issue compliances in respect of bonds/Non-Convertible Debentures (NCDs) issued by Sagarmala Finance Corporation Limited (SMFCL), including the following:

A. **Pre-Issue Compliances**

Immediately upon appointment, the Consultant shall undertake a comprehensive review of SMFCL's existing compliance framework and assess its adequacy in relation to the proposed bond issue.

The consultant shall:

- Review Company's Charter Documents.
- Prepare check-list for private placement requirements.
- Within an agreed period after appointment, the consultant shall submit a gap analysis report classifying the observations under high, medium, low risk category.
- Perform any other matter as required by the management.

B**. Post-Issue and Allotment Compliances**

- Assistance in completion of all post-allotment compliances, including applicable filings of e-Forms, such as PAS-3, with MCA/ROC.
- Verification of allotment details and coordination with the RTA, Depositories and other intermediaries.
- Assistance in ISIN activation, credit of securities and reconciliation of NCDs issued and outstanding.

C. **SEBI and Stock Exchange Compliances**

- Preparation of comprehensive Compliance Calendar and the templates of Reports/Disclosures.
- Compliance with applicable provisions of SEBI NCS Regulations, SEBI LODR Regulations and applicable SEBI circulars / Master Circulars.
- Monitoring and timely filing of periodic and event-based disclosures / intimations with the Stock Exchange.
- Compliance relating to financial results, payment obligations, record date, utilization of issue proceeds, asset / security cover, investor complaints and other applicable

continuing disclosures.
- Monitoring of compliance with the terms and conditions of the NCDs and applicable Stock Exchange requirements.

D. **Debenture Trustee and Issue-related Compliances**

- Assistance in compliance with the Debenture Trust Deed and applicable requirements of the Debenture Trustee.
- Monitoring of financial and other covenants, security / asset cover and other continuing obligations.
- Preparation and submission of periodic certificates, statements and information required by the Debenture Trustee.
- Assistance in compliance relating to rating agency, RTA, Depositories and other intermediaries.

E. **Interest / Coupon and Redemption Compliances**

- Maintenance of a schedule for interest / coupon payments and redemption of NCDs.
- Assistance in determining record dates, investor-wise interest / redemption amounts and coordination with RTA / Depositories / bankers.
- Monitoring timely payment of interest and principal and completion of related Stock Exchange / regulatory disclosures.
- Assistance in final redemption, reconciliation and closure of the respective NCD Series / ISIN.

F. **RBI / NBFC and Companies Act Compliances**

- Assistance in compliances arising from NCD issuance under applicable RBI Directions / circulars applicable to NBFCs, including prudential, borrowing, ALM and reporting requirements.
- Assistance in applicable compliances under the Companies Act, 2013 and rules made thereunder relating to issue, allotment, debentures, charges, statutory records and other applicable matters.
- Monitoring of regulatory limits / conditions applicable to NCD borrowings.

G. **Income Tax / TDS Compliances**

- Assistance in compliance with applicable Income-tax provisions relating to interest / coupon payments on NCDs.
- Assistance in TDS deduction, deposit, reporting, reconciliation and issuance of applicable TDS certificates.

H. **Investor Grievance and Regulatory Support**

- Assistance in monitoring and resolution of investor grievances relating to NCDs in coordination with RTA, Depositories, Stock Exchange and Debenture Trustee.
- Monitoring of amendments / notifications / circulars issued by SEBI, RBI, MCA, Stock Exchanges, Income-tax Department and other applicable authorities.
- Advising SMFCL on applicability of such changes and consequential compliance requirements.
- Assistance in responding to queries / observations raised by SEBI, RBI, CAG, MCA, Stock Exchange, Debenture Trustee or other regulatory authorities in relation to the NCD issue.

I. **Compliance Monitoring and Reporting**

- Maintenance of a comprehensive NCD Compliance Calendar / Tracker covering all applicable pre-determined and event-based post-issue compliances.

- Providing periodic compliance status reports to SMFCL highlighting compliances completed, upcoming compliances, pending matters and any potential non-compliance.
- Maintaining proper records / acknowledgements of filings and submissions made in respect of the NCDs.

J. **OTHERS**

- The consultant shall assist SMFCL in obtaining all necessary approvals.

  This shall include:

  Board Meetings

  - Preparation/review of Board Agenda and resolution thereof relating to compliance matters.
  - Preparation of explanatory notes.
  - Other related approvals.

  Shareholders' Meeting

  - Draft Ordinary/Special Resolution relating to post issue compliance matters.

K. **Preparation of comprehensive Compliance Calendar** and the templates of Reports/Disclosures etc. of all applicable provisions as mentioned above and other applicable laws.

The above scope shall cover all NCD Series / Tranches issued by SMFCL during the period of engagement and shall include compliances applicable from time to time under the relevant Acts, Rules, Regulations, Directions, Circulars, Master Circulars and guidelines. Where any compliance is not applicable to a particular NCD Series / Tranche, the agency shall clearly indicate the basis of such non-applicability.

L. **TURNAROUND TIME**

The consultant shall follow the following indicative timelines:

Assignment	**Maximum TAT**
Routine advisory	2 working days
Urgent regulatory advice	1 working day
Board agenda/resolution	2 working days
Statutory filing	Before statutory due date
Regulatory update	Within 3 working days of material notification
Compliance gap report	Within 30 days of appointment
Monthly compliance report	Within 7 working days after month-end
Quarterly compliance report	Within 7 working days after quarter-end

Critical Bond/NCD transaction matters shall be handled on priority basis.

4. ELIGIBILITY CRITERIA

Sr. No	Eligibility Criteria	Supporting Documents required
1.	Registered legal entity in India (Company/LLP/Partnership/ Firms)	Certificate of Incorporation / Registration Certificate / LLP Certificate, as applicable
2.	The bidder should have at least 5 partners/ employees either CA, CS, CMA, Advocate	List along with qualification and supporting documents
3.	The bidder should have at least two partners of the firm with professional experience of more than 8 years.	Experience Certificate by the current or previous employer.
4.	The Bidder should have more than 12 years of professional experience.	Certificate of Incorporation/Registration and supporting experience details
5.	The bidder should not be debarred or black-listed by any government or regulatory authority	Self-declaration on letterhead
6.	The firm must have prior experience in handling pre and post-issuance regulatory compliances relating to bond/NCD issues of NBFCs classified under Middle Layer and above.	Letter of Award / Work Order / Work Completion Certificate / Engagement Letter, clearly indicating scope of work.
7.	Head Office of the Bidder should be in Delhi/NCR.	Certificate of Incorporation/Registration, GST Certificate, or other valid address proof

All Related documents should be attached to support the fulfilment of above criteria.

5. OTHER TERMS

1. No other charges / expenses will be payable by the Company except TA/DA for outstation work only, if any, assigned by the company. TDS will be deducted as applicable.
   Maximum Limit of TA/DA/Conveyance etc. – Rs. 15,000/- per day on production of supporting documents.
   Travel Eligibility: Air Fare of Economy Class.

2. The appointment will be initially for one year. However, the same may be extended for an additional period of two years subject to satisfactory performance & review by SMFCL and the discretion of the management with 10 % increment each year and other terms and conditions would remain same.

3. The firm appointed by SMFCL shall not sub-contract the work.

4. SMFCL has the right to accept or reject any/all of the offers without assigning any reason thereof. No claim on this account shall be entertained by SMFCL. SMFCL may at its discretion seek additional information or clarification at any stage in support of the bid.

5. SMFCL reserves the right to terminate the contract at any time or stage during the period of contract by giving 30 days' notice without assigning any reason or without any financial consideration / implication.

6. **Selection will be based on L1 basis. In case of tie, the party will be selected on the basis of maximum number of NBFC Middle Layer clients in the last FY i.e. 2025-2026. Merely being identified as the L1 bidder shall not confer**

<u>any right or create any claim for appointment or award of work. The actual commencement of the work shall be only upon issuance of the Work Order by SMFCL, and no work shall be deemed to have commenced prior to the issuance of such Work Order.</u>

6. PAYMENT TERMS

1. The fee payable to the selected firm shall be as per the financial quotation submitted by the successful L1 bidder, subject to a maximum ceiling of INR 1,50,000/- per annum, inclusive of GST.
2. Payment is to be done on quarterly basis based on successful completion of work & after receipt of Tax Invoice.
3. Taxes will be deducted as per statute.

7. CONFIDENTIALITY AND DATA SECURITY
The selected firm shall maintain strict confidentiality of all information obtained during the engagement.

8. **PRE-BID MEETING:** The same will be held in hybrid mode as per the schedule fixed by the Company.

In case of any dispute, the decision of Managing Director, SMFCL shall be final and binding.

Any further clarifications can be sought from Shri Maanas Srivastava, Company Secretary (cs@sdclindia.com).

<u>ADDRESS:</u>

SAGARMALA FINANCE CORPORATION LIMITED
3rd Floor-C Block, ISID
Campus, 4 Vasant
Kunj Institutional
Area
New Delhi-110070

ANNEXURE I

LETTER OF APPLICATION (on agency letter head)

To
Company Secretary,
Sagarmala Finance Corporation Limited (SMFCL),
3rd Floor- C Block, ISID Campus,
4 Vasant Kunj Institutional Area
New Delhi – 110 070

Subject: Application for giving professional services for end-to-end assistance in Pre and Post Bond Issue Regulatory Compliances as mentioned in the scope of work

With reference to your document dated ...., we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection. The Proposal is unconditional and unqualified.

We understand that you are not bound to accept any proposal you receive. We acknowledge that SMFCL will be relying on the information provided in the proposal, and we certify that all information provided in the proposal is true and correct, nothing has been omitted which renders such information misleading. Our Financial Proposal shall be binding upon us subject to the modification resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal.

We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm: Address:
(Name and stamp of the Applicant/Member in Charge)

ANNEXURE II

AGENCY DETAILS FORM

(on agency letterhead)

1	Name of Agency	
2	Office Address with telephone number and email id	
3	Name and Designation of Contact Person	
4	PAN No./TIN No. (Attach copy)	
5	GST registration No. (Attach copy)	
6	Banking Details for Payment • Bank Name: • Agency Name as per Bank records: • NEFT/IFSC Code: • Account No:	