

**VISAKHAPATNAM PORT TRUST
(ENGINEERING DEPARTMENT)**

NOTICE INVITING TENDER

No. IENG / Estate / MMLP / T / 960 , DT. 03.07.2015

Sealed Tenders are invited under Two cover systems from eligible Consultants for the work of **"Consultancy Services for Preparation of Techno-Economic feasibility study report for Development of Multi Model Logistic Park (MMLP) at Visakhapatnam Port Trust"**.

Bid Security : Rs.1,00,000/-

Completion Period : 6 months

MINIMUM ELIGIBILITY CRITERIA:

The Tenderer shall satisfy the Minimum Eligibility Criteria as under (see RFP document for more details) :

i) The tenderer should have experience in providing consultancy services with following Technical Capacity :

(a) Experience of preparation of Techno-economic Feasibility study report for setting up Multi Model Logistics Park with project cost of Rs.200 crores in the last 10 years. Ongoing projects (complete up to 80%) will be considered only in case of Govt./Semi Govt. Agency/PSU – 5 Minimum projects.

(b) Experience in preparation of master plan for Multi Model Logistics Park/Free Trade Warehousing Zone (FTWZ), Special Economic Zone (SEZ)/ICDs etc., with an area of more than 50acres, which have been implemented. – 5 Minimum projects.

Projects under category (a) and (b) shall be collectively referred to as "Eligible Projects". For category (a) and (b) a single project can qualify for both the categories. In that event it will be counted one project separately or each category, however a maximum of two such projects shall be admissible.

ii) The applicant shall have an average annual turnover from consultancy services of not less than Rs.15 lakhs for last three financial years preceding the Proposal Due Date.

The proposal document for the work may be obtained on payment of **Rs. 10,000/- (Rs. Ten Thousand only) (Non refundable)** by way of Demand Draft drawn or banker's cheque drawn on any Scheduled Bank in India in favour of Financial Advisor and Chief Accounts Officer, Visakhapatnam Port Trust and payable at Visakhapatnam on any working day between 10-00 hrs to 17-00 hrs. on all working days from the Office of **"the Chief Engineer, Visakhapatnam Port Trust, Administrative Office Building, 3rd Floor, Visakhapatnam - 530035."** The blank Proposal Document shall have to be collected in person by the party or his authorized agent. No Proposal document will be sent by post. The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form, the Applicant shall deposit the aforesaid fee, at the time of Pre-Proposal Conference.

Sale Period	From 06.07.2015 to 31.07.2015 (between 10-00 Hrs. and 17-00 Hrs. on all working days except on Sundays, 2nd & 4 th Saturdays and Port Holidays).
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Last date for submission	01 .08.2015 at 14.00 hours.
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Date of Opening of tender	01.08.2015 at 15.00 hours.
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Pre-proposal conference	16.07.2015 at 11.00 hours, at Engineering Department's Conference Hall, 3 rd Floor, AOB, VPT, VISAKHAPATNAM-35
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For details, please visit our web site www.vizagport.com

The Chief Engineer, Visakhapatnam Port Trust,
3rd FLOOR, A.O.B, VISAKHAPATNAM – 530 035.

Copy to: Jt. Director (EDP)- along with complete bid document in Soft copy form to display in the V.P.T. Web site on 06 .07.2015 and kept 31.07.2015 up to 17.00 Hrs.

Copy to: FA&CAO/ Nodal Officer, IT / C.V.O. -for information.

Copy to: I & PRO for information and arrange to publish in Newspapers immediately.

Copy to: Jt. Director (R&P) for information

Copy to: Notice Board / A.S. to arrange display the tender notice on the notice board.

Copy to: SE(III) / Dy.E.M. /AXE(Estates) - for information and necessary action.

Copy to: M/s. Builders Association of India, Plot No.43 and 44,
4th Floor, Siripuram, Visakhapatnam

Copy to: The Garison Engineer, MES, Visakhapatnam

Copy to: The Chief Engineer, DGNP, Visakhapatnam

Copy to: The Chief Engineer, NAVY, Visakhapatnam

Copy to: The Supdt. Engineer, CPWD, Visakhapatnam

Copy to: The Supdt. Engineer, R and B, Visakhapatnam

Copy to: The Supdt. Engineer, Public Health Visakhapatnam

Copy to: The Chief Engineer, VMC, Visakhapatnam

Copy to: The Chief Engineer, VUDA, Visakhapatnam

Copy to: The Divl. Rly. Manager(Engg.), Waltair, Visakhapatnam

Copy to: The Chief Engineer, M/s.R.I.N.L., Steel Plant, Visakhapatnam.

Copy to: The Chief Engineer, M/s.N.T.P.C., Visakhapatnam.

Copy to: The Chief Engineer, M/s.N.H.A.I., Marripalem, Visakhapatnam

Copy to: The Chief Engineer, All Major Ports through Fax

For information
with a request
to arrange
wide publicity.

ISO9001

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VISAKHAPATNAM PORT TRUST

REQUEST FOR PROPOSAL

FOR

CONSULTANCY SERVICES FOR PREPARATION OF TECHNO-ECONOMIC
FEASIBILITY STUDY REPORT FOR DEVELOPMENT OF MULTI MODEL
LOGISTIC PARK (MMLP) AT VISAKHAPATNAM PORT TRUST

**ADMINISTRATIVE OFFICE BUILDING, 3rd FLOOR,
VISAKHAPATNAM PORT TRUST, VISAKHAPATNAM - 530035**

JULY, 2015

V. P. T.

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DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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GLOSSARY

Agreement	As defined in Form of Agreement
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3 (i)
Authorised Representative	As defined in Clause 2.13.3 (iii)
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Form of Agreement	Form of Agreement as in Schedule -2
Financial Proposal	As defined in Clause 2.15.1
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.3.3 (i)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Project	As defined in Clause 1.1.1
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer

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Services	As defined in Clause 1.1.1(p) of Schedule -2
Selection Process	As defined in Clause 1.6
Selected Applicant	As defined in Clause 2.24.1
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix- II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub - Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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1. INTRODUCTION

1.1 Background

- 1.1.1 The Ministry of Shipping, Government of India, and represented by the BOARD OF TRUSTEES of VISAKHAPATNAM PORT(the “Authority”) is engaged in the development of VISAKHAPATNAM PORT and as part of this endeavor, the Authority has decided to undertake “DEVELOPMENT OF MULTI MODEL LOGISTIC PARK (MMLP) AT VISAKHAPATNAM PORT TRUST ”.

The Authority has decided to invite bids from reputed and experienced Engineering Consultancy firms to be engaged as consultant for providing the services specified in this RFP document.

- 1.1.2 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project.
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant, for preparing the Techno-economic Feasibility Study Report and bid documents. The Consultant shall prepare the Techno-economic Feasibility Report in accordance with the Terms of Reference specified at Schedule-1 for Development of Multi Model Logistic Park (MMLP) at Visakhapatnam Port Trust.

1.2 Request for Proposal

The Authority invites Proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare a Techno-economic Feasibility Report for development of the Project. The Techno-economic Feasibility Report shall include traffic surveys and establishing traffic potential at Visakhapatnam port , business plan, land plans, preliminary layout plan of area and plans of different structures, facilities and services to be provided including rail and road connectivity , preliminary design of structures to be provided for the proposed MMLP in conformity with the TOR (collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

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1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be obtained between 10.00 hrs and 16.00 hrs on all working days on payment of a fee of Rs.10,000/- (Rupees Ten Thousand Only) (Non-refundable) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of FA & CAO, Visakhapatnam Port Trust and payable at Visakhapatnam. The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form, the Applicant shall deposit the aforesaid fee, at the time of pre-proposal conference.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising of technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

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1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Applicants, [Rs.63] per US \$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Event Description	<u>Estimated Date</u>
1. Last date for receiving queries/clarifications	<u>12.07.2015</u>
2. Pre-Proposal Conference	<u>16.07.2015</u>
3. Authority response to queries	<u>22.07.2015</u>
4. Proposal Due Date or PDD	<u>01.08.2015 upto 14.00 Hrs.</u>
5. Opening of Proposals	<u>01.08.2015 at 15.00 Hrs.</u>
6. Letter of Award (LOA)	<u>10.08.2015</u>
7. Signing of Agreement	<u>17.08.2015</u>
8. Validity of Applications	120 days from Proposal Due Date

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1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

The Chief Engineer, Visakhapatnam Port Trust
3rd FLOOR, A.O.B, VISAKHAPATNAM – 530 035,
Phone: 0891- 2873300, FAX: +91–891–2565023
Email: : cevpt15@gmail.com, estatevpt@gmail.com

However, for the convenience of the Applicants, a pre-Proposal visit to the Site has been arranged on **16.07.2015**, at 1100 hrs. The Applicants who desire to avail themselves of this facility may visit **site** on the date and time mentioned above.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 06-07-2015, Time: 11.00 hrs

Venue: Engineering Department Conference Hall,
3rd. FLOOR, A.O.B, VISAKHAPATNAM — 530035

1.11 Communications

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

The Chief Engineer
Visakhapatnam Port Trust
3rd FLOOR, A.O.B, VISAKHAPATNAM – 530 035,
Phone: 0891- 2873300, FAX:+91–891–2565023,
Email: : cevpt15@gmail.com, estatevpt@gmail.com

- 1.11.2 The Official Website of the Authority is:

<http://www.vizagport.com>

- 1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. IENG/Estate/MMLP/T/960, 03.07.2015 for Selection of consultant.

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2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

Each of the Key Personnel must fulfill the Conditions of Eligibility specified in Sub-clause (D) below

1. **Team Leader cum Infrastructure Expert**
2. **Traffic/Market study specialist**
3. **Transport economist/financial expert**

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2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

Well reputed global consultancy firms having adequate experience in providing expert and highly professional services in various fields in the market, including expertise in preparation of Strategy and Business plans/and Development and implementation of Projects for Government Agencies in the Ports sector would be eligible.

(A) **Technical Capacity:**

Clause	Minimum Qualification criteria	No of Projects
a	Should have undertaken the assignment related to development of Vision and Strategic Plan for a Major/Minor Port in India in last 5 years.	Atleast 1 project
b	Should have undertaken the assignment related to port development in Andhra Pradesh in last 5 years.	Atleast 1 project
c	Should have undertaken the assignment related to Feasibility study of a Logistics Park of min. size 500 acres in last 5 years.	Atleast 1 project

* Projects related to Vision document and Business plan for ports/port sector would be considered. Transaction advisory or master plans or DPR would not be considered.

(B) **Financial Capacity:** The Applicant shall have Average annual turnover from consultancy services of Rs.100 Crores for last three financial years preceding the Proposal Due Date.

(C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

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- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Conditions of Eligibility
Team Leader cum Infrastructure Expert (the “ Team Leader”)	Should be a Graduate in relevant field (Engg/Economics/Finance) with minimum 15 years of experience of leading development of ports/logistics sector studies for ports and logistics industry in India. Should have undertaken minimum 3 such studies in India and 1 study outside India for a port/logistics park. Should have demonstrated experience of multi-modal logistics across port, road, rail.
Traffic/Market study specialist	Should be a graduate in relevant field with minimum 10 years of experience in understanding traffic studies, market conditions and commodity knowledge to understand what influences traffic at a port/logistics park. Should have undertaken at least 3 traffic studies in India in ports and logistics and 1 study outside India.
Transport economist/financial expert	Should be an economics/finance graduate with minimum 12 years of experience in understanding port/transport economics and financial analysis of transport projects. Should have undertaken at least 5 studies in India and 1 study outside India.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its average annual turnover from consultancy services of applicant during the past three financial years . In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual account of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I.

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- 2.2.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

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2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if:

- (i) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the paid up and subscribed share capital of such Applicant, its consortium member or Associate; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Application of either or each of the other Applicant; or

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- (vi) if there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant, its Member or Associate (or any constituent thereof) and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to a bank, insurance company, pension

fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

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- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;

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- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 The Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

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B. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement

Annex-1: Terms of Reference

Annex-2: Approved Sub-Consultant(s)

Annex-3: Payment Schedule

Annex-4: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of Applicant

Form 6: Particulars of Key Personnel

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Form 7: Proposed Methodology and Work Plan

Form 8: Abstract of Eligible Assignments of Applicant

Form 9: Experience of Key Personnel

Form 10: Eligible Assignments of Applicant

Form 11: Eligible Assignments of Key Personnel

Form 12: CV of Professional Personnel

Form 13: Proposal for Sub-Consultant(s)

Appendix – II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP"

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

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- 2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the originals and the copies, the original shall prevail.
- 2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

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- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorised person holding the Power of Attorney (the “**Authorised Representative**”), in case of a Limited Company or a corporation; or
- (iv) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid-Security is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of attorney is executed as per applicable laws;
- (d) CVs of all Professional Personnel have been submitted;

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- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- (l) The proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of the Authority for a period of five years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

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- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each Professional Personnel should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

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2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy Form-2 of Appendix II in both figures and words, in Indian Rupees, and signed by the Applicant’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

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2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents;
- (ii) copy of Memorandum and Articles of Association, if the Applicant/ Consortium Member is a corporate body, and if a partnership then a copy of its partnership deed;
- (iii) copies of Applicant’s duly audited balance sheet for the preceding three years; and
- (iv) Bid security as specified in Clause No. 2.20.1

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

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- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted before 14.00 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

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2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs.1,00,000/- (Rs.One Lakh Only)** in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the FA&CAO payable at Visakhapatnam (the “**Bid Security**”), returnable not later than 30 days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiation as required vide Clause 2.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 15.00 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

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- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) it is received in the form specified at Appendix-I (Technical Proposal);
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
 - (d) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13 and 2.16;
 - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (f) it contains all the information (complete in all respects) as requested in the RFP;
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.21.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the Authority would prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.

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2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

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E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

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2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (Fifty per cent). Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

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

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

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2.29 Commencement of Assignment

The Consultant shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

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3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel.

3.1.2 The scoring criteria to be used for evaluation shall be as follows :

S.NO	PARTICULARS		MARKS	TOTAL MARKS
A.	Development of a Long term business plan for Major/Minor Ports in India	Upto 3 assignments	4	20
		4 or more assignments	7	
	Port assignments in Andhra Pradesh	Upto 3 Assignments	4	
		4 or more assignments	7	
	Assignments related to development of Logistics parks in India	Upto 2 Assignments	3	
		3 or more assignments	6	
B	Team Capabilities			
	Quality of work experience and projects undertaken for Team Leader		10	15
	Qualifications and years of experience of Team Leader		5	
	Quality of work experience and projects undertaken for traffic and market expert		6	8
	Qualifications and years of experience of Traffic and market expert		2	
	Quality of work experience and projects undertaken for Finance expert		5	7
	Qualifications and years of experience of Finance expert		2	
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C	Assignments related to development and implementation of Port/Logistics infrastructure with each assignment value greater than INR 3 Cr in India.		15	15
C	International experience in Intermodal Terminals/Logistics Parks		10	10
E	Overall Quality of Proposal Submission		10	10
F	Presentation		15	15

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do (es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form -2 of Appendix-II.

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- 3.3.3 The Authority will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times \frac{FM}{F}$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

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

$$S = ST \times T_w + SF \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 2.24, 2.28 and 2.29, as the case may be.

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4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

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SCHEDULES

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Annexure –I
SCHEDULE – 1

*(See Clause
1.1.3)*

CONSULTANCY SERVICES FOR PREPARATION OF TECHNO-ECONOMIC
FEASIBILITY STUDY REPORT FOR DEVELOPMENT OF MULTI MODEL
LOGISTIC PARK (MMLP) AT VISAKHAPATNAM PORT TRUST.

Terms of Reference (TOR)

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Terms of Reference (TOR)

1. General

1.1 Visakhapatnam is the largest city in the Indian state of Andhra Pradesh located 370 kilometers north east of Capital Region. It is the third largest city on the east coast of India. Port of Visakhapatnam is one of the leading major ports with deep natural draft and is located on the east coast in the state of Andhra Pradesh mid way between Kolkata and Chennai and is closest port to the eastern countries . It is strategically located and is an important channel of trade to the growing markets of Andhra Pradesh on the southern side and also to Orissa, Jharkhand, Chhattisgarh, Madhya Pradesh, West Bengal & Uttar Pradesh. The port is catering to the key industries like petroleum, steel, power and fertilizers besides other manufacturing industries and playing catalyst role for the agriculture and Industrial development of its hinter land spreading from the south to the North. Visakhapatnam port has got all necessary attributes of modern and world class infrastructure facilities for both containers, and bulk cargo handling. It plays a crucial role as the middle point distribution base for southern, Eastern, Central and Northern states of India. The Visakhapatnam port trust is experiencing the steady growth in volume of containerized cargo during the last five years. The port has a state of the art container facility set up on a 30 year BOT contract basis by M/s Visakha Container terminal(VCT) which commenced its operations in June 2003 . It is capable of handling all types of containerized cargo and has implemented technology back bone to cater to the customer's requirement. The massive industrialization in Visakhapatnam's hinter land covering 8 (eight) states with a radius of 750 km has made VCT as the hub for local and transshipment container cargo traffic.

1.2 The Government Of India is planning to set up Multi modal Logistic parks , free trade ware housing zones/SEZs near the ports to facilitate exports and Logistic parks would play a major supportive role at the free trade zones/SEZs for ensuring better supply chain management . Logistic park is one centralized place that facilitates domestic and foreign trade by providing services such as Ware housing / distribution center /transportation for electrical, electronics and cold storage for perishables, food and beverages etc. Growth in online shopping has prompted logistics companies to build efficiencies to handle demanding tasks for the e-commerce Industry. The e-commerce trade companies were not able to reach the customers due to lack of logistics support and E-commerce trade require large scale warehousing at Visakhapatnam. If logistic parks are provided the retailers could reach their customers through the logistic providers. Further, the Andhra Pradesh state plan is to develop AP as a logistic hub by utilizing its 1000km long coast line in tune with Chief Minister's promise of developing it into Andhra Pradesh' s IT, industrial, tourism and financial hub. Prime Minister had also announced during his election campaign here that he would ensure that the city got its rightful recognition as a gateway for international trade. Keeping his promise he has managed to get the united states take lead role in building it in to a smart city.

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Visakhapatnam can derive the maximum advantage as it has one of the biggest major port , an international air port and the NH close to the port and the logistic park which would cater to the needs of logistics providers using road, rail, seaport or air port. There is an urgent need for development of a logistic park-one stop solution for all logistics requirement. To cater to the needs The proposal will benefit the industrial units located in around the Visakhapatnam as they handle the export &import requirement through Visakhapatnam port.

1.3 The “Client” is developing a Multi Modal Logistics Park (MMLP) area at Visakhapatnam Port Trust, A.P. The client has identified a stretch of 160 Acres land, situated in Visakhapatnam Port Trust, for this purpose. The development of a logistics park is in the planning stage. The area is well connected with National Highway 5 and the Howrah-Chennai railway trunk line.

2.0 Objective of the consultancy assignment:

2.1 The Authority intends to establish a Multi Model Logistic Park at Visakhapatnam Port Trust, for facilitating domestic and foreign trade by providing services such as Ware housing / distribution center /transportation for electrical, electronics and cold storage for perishables, food and beverages etc,. The consultants during course of carrying the assignment may explore and advise similar business opportunities for which the above location is best suited in order to maximize the business potential. In this context the authority intends to appoint a technical consultant, whose objective shall be:

‘Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust.

2.3 Scope of the work

Scope of work for this assignment includes but not limited to as below:

2.3.1 Identification of suitable location:

- i. The identification and suitability of location needs to be adjudged by the consultant for the proposed rail-linked MMLP planned at Visakhapatnam Port Trust.
- ii. A strength, weakness, opportunities and threats (SWOT) analysis shall be taken up for site location, based on but not limited to the parameters like connectivity, availability of water, power and other logistics, labour & productivity advantages, proposed facilities in MMLP based on supply chain assessment, storage procedures and customs facilities etc.

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2.3.2 Rail/Road connectivity between MMLP and Ports:

- i. With regard to the connectivity to nearby industrial area , the consultant has to assess and establish the feasibility of road and rail connectivity to both the industrial areas in the region. In this regard, the previous studies may be suitably correlated with the planned connectivity, especially with regard to the logistics movement in the region.
- ii. The consultant will assessment of rail connectivity in terms of alignment of the siding, take-off point from Indian Railways, existing and proposed infrastructure required for the rail connectivity shall be technically feasible and implementable. The consultant shall evaluate the feasibility of rail connectivity by undertaking field surveys, as required, to identify structures/obstruction and other important details/features along with various proposed alignment and other connections. The recommendation for most suitable alternative shall be provided in line with discussion with the stakeholders.
- iii. Assessment shall also be done for the provision of reception and dispatch yard for proper connections within the rail system. The consultant shall estimate and suggest the type and extent of rail and road infrastructure components inside the proposed MMLP.

2.3.3 Market Assessment, Demand Forecasting for MMLP

1. Identify and define project influence area for the MMLP.
2. To establish cargo demand and the quantum and nature of the present day commodity-wise inward and outward cargo flows by rail, road and air based on primary and secondary data collection exercise.
3. An analysis of gaps in logistics infrastructure from the standpoint of completing the chain in an efficient manner both from cost and transit perspective needs to be done. This will help in proper design of MMLP, which shall bridge the gap and make chain more efficient.
4. The consultant shall carry out market assessment, which will include competitor analysis, commodity analysis, freight forwarders surveys etc. to assess the preference and interests of end-users like truck owners, dealers, distributors, wholesale and retail traders, ware-house operators etc. and also intermediate players. The competitor analysis will include analysis of the current traffic demand being catered by existing service providers and market players establishing the holistic opinions of entire logistics chain of the regional cargo movement. The consultant should gauge the opinion of stakeholders on issues like locations, time sensitivity range, and price and product sensitivity range. The data collected through primary surveys shall be analyzed by the consultant to provide the client a view about the market demand and trends and facilitate client in decision-marking.

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5. The perceptions regarding suitability of identified sites for cargo transfer/logistics/warehousing activities needs to be established including interest levels in expanding / relocating existing facilities to proposed site. The need for warehousing for interim cargo storage/collection centres/distribution centres shall also be evaluated during the surveys using various parameters like preferred formats of warehousing, likely future demand for warehousing supply, occupancy levels within the existing developments, current warehousing rentals and rental growth rates, rail/road accessibility and linkages of the locations with catchment areas identified and availability and likely demand of other support infrastructure: such as convention Centre, auditoriums, hotels, exhibition halls etc.
6. Identify key end sectors/players/economic activities that could use the logistics park and the demand. This will include listing of all facilities such as ICDs, custom-bond zones, cold-chain facilities, parking terminals, rail-sheds, etc that would be required at the MMLP based on the market assessment, the formats in which such facilities could be developed, the investment requirements, amongst others.
7. Forecast broad demand by key end use activities over a 5,10, 20 and 30 year time frame for land/facilities in the Logistics Park.
8. Based on above, prepare a high level area statement using rule of thumb estimates and general planning guidelines.
9. Consultant to provide a view on tariffs and pricing for the MMLP for various end-use activities over the projected timeframe.
10. Identify and list set of regulatory approvals that are required to be obtained for establishing various facilities including but not limited to obtaining rail-connectivity, establishing export processing zones, etc.
11. The consultant shall develop a preliminary financing model to work out cash flow statement and the financial viability of the project including FIRR along with sensitivity analysis based on the revenue stream and cost of setting up such Multi-Modal Logistics park. Profitability ratio, Sensitivities and Scenarios. Sensitivity analysis with parameters like capital cost, operation and maintenance costs, tariff structure, traffic levels etc. may be made to present the viability scenario for taking appropriate decision by the Client. The capital cost and operating cost estimates can be based on benchmarks from other similar projects.

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12. Based upon the inputs from the above analysis, alternative financial and project structures for the project will be developed and a financially viable model will be suggested for the project so as to attract Private Sector participation and to minimizing the financial burden.
13. Prepare a marketing strategy (value proposition) and plan to market the facilities to various end-user groups and anchor tenants, Prepare an actionable implementation plan with list of key players to be targeted for development of the facility and steps to be undertaken to execute the project.

2.3.4 Master planning and Assessment of Internal facilities:

i. Based on the market assessment, evaluation of primary and secondary data collection and globally accepted international best practices adopted for planning of MMLPs across the world, the consultant shall provide benefits and limitations of various concept master plan alternatives and take up detailed master planning of proposed facilities within the finally approved alternative for the proposed MMLP. This exercise may include but not limited to following:

a) All the relevant engineering standards and other benchmarking is to be adopted for planning of various facilities inside the logistics park including the container yard, container freight station, warehousing, truck terminal and handling equipments etc.

b) The consultant will assess various parameters like area, traffic and type of operations, storage and handling requirements as well as services to be provided in the MMLP and shall accordingly, assess the space related to each facility, to plan the layout of MMLP and the scale of above facilities to be developed at the MMLP.

c) The type and no. of handling equipments with technical details shall be identified by the consultant for use at proposed MMLP. The perception of traders, user agencies and service providers, which is recorded during market assessment surveys, is also important and should be kept in view while planning of these facilities by the consultant.

ii. As a part of overall Master Planning exercise, the consultant shall also undertake planning for CFS for handling container and other freight trains, yard for stacking and storage of containers including area for reefer and liquid units. The consultant should work out detailed requirements of covered warehousing, open storage, paved stacking areas, circulation areas and parking area for trucks and other utility vehicles, keeping in view the projected level of traffic and functional efficiency. The area for various repair facilities both for containers, trailers/trucks and handling equipments apart from office space for various user agencies with scope of future expansion should also be identified.

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iii. The consultant will also have to take up planning for land for creation of unit/block trainloads, specials carrying perishable cargo, Ro-Ro trains and Exim and domestic container trains. Based on above, the conceptual layout plan shall include the facilities at MMLP like bonded and unbounded warehousing ,warehouses for temporary and long term storage for different type of cargo, specialised warehouses for liquid, reefer, perishable, high value, cargo, etc.

Apart from this, space requirement and planning for open/covered space for storage and handling of bulk cargo and value addition services like palletization, packaging, labelling, sorting and grading facilities shall also be undertaken.

iv. Based on the demand assessment, infrastructure planning and area development planning for the internal and external infrastructure including roads, sewage, water supply, drainage, power, solid waste, telecommunications and other utilities, which shall be built in phases to serve the existing / potential logistics needs of the MMLP. The safety, security and surveillance aspects also need to be properly taken up and integrated with other infrastructure components.

v. Examine relevant rail and road transport logistics issues related with the project and prepare a general operational plan for the smooth and efficient functioning of the logistics park. A state-of-the-art, fully integrated information technology system including freight information network/system and Electronic Data Interchange (EDI) and e-commerce tools shall be planned by the consultant for proper operations of the logistics park.

vi. The consultant shall also plan for other facilities, which needs to be planned are Inter-modal transfer facilities including entry and exit points, internal and external roads and circulation area for smooth movement of road vehicles and equipments inside and outside of MMLP. The planning and space requirement for administrative buildings for terminal operator, customs and other offices for services providers, user agencies and distributors, repair yards and ancillary facilities like workshop for maintenance of equipment, containers, road vehicles and weighbridge, Truck/road vehicles parking area, Public utilities/conveniences e.g. medical aid centres, banks, food courts, rest rooms, fuelling, space for wholesale outlets should also be undertaken.

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2.3.5 Financial Analysis:

i. The consultant shall prepare detailed cost estimates covering the different work components related with the MMLP along with the project construction schedule with particular reference to critical areas of work. As assessed during the demand assessment and Master Planning stages, the consultant will estimate the costs associated with various equipments like gantry cranes, stackers etc to required be used in logistics park for handling of container and bulk traffic operations. The revenue generation from all the possible activities taking place in the MMLP and the value added service, etc. shall be assessed and recommended to be taken on yearly basis till the financial life of the project. Similarly, the operation and maintenance cost of providing the services and maintenance of infrastructure including handling equipments and transport fleet shall be calculated to assess the annual recurring expenses of the proposed logistics park. For deciding tariffs for various services, the consultant must carry out trend-based analysis at various locations for last 5 years. It will provide a sense of basic numbers and basis of annual escalations.

ii. The consultant shall develop a detailed financing model to work out cash flow statement and the financial viability of the project including FIRR along with sensitivity analysis based on the revenue stream and cost of setting up such Financial Indicators need to be worked out shall include Payback period, IRR, NPV, Profitability ratio, Sensitivities and Scenarios. Sensitivity analysis with parameters like capital cost, operation and maintenance costs, tariff structure, traffic levels etc may be made to present the viability scenario for taking appropriate decision by the Client. The cost of operation and maintenance should have rational basis with staffing pattern, AMC cost etc. instead of a fixed percentage of capital cost.

iii. Based upon the inputs from the above analysis, alternate financial structures for the project will be developed and a financially viable model will be suggested for the project so as to attract Private sector participation and to minimizing the financial burden.

iv. The consultant shall also provide necessary information and prepare documents as per the formats provided by VPT for budgetary approvals and fund allocation for project implementation. Financial analysis should be carried out with respect to two scenarios i.e. from the perspective of both the operator and the VPT Fund.

2.3.6 Economic Analysis:

i. Economic Analysis: The consultant should undertake detailed economic analysis for the project, which shall include but not limited to econometric analysis, estimation of economic IRR etc. for the project.

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2.3.7 Institutional Mechanisms and Project structuring:

- i. The consultant shall suggest different institutional mechanisms for setting up and running/managing the logistics park and based on merits/demerits of each, recommend the best possible institutional mechanism for each MMLP based on relevant details specific to each one of them. The consultant shall also carry out financial scenario/analysis with respect to the proposed project structuring options.
- ii. Consultant shall evolve broad project structuring for implementation through private sector funding/ public private partnership and evolve alternative scenarios including considering the option of Viability Gap Funding (VGF) for enhancing the financial viability of integrated logistic hub. The consultant shall suggest the project structuring options by also keeping in mind all the relevant policies and guidelines of Indian Railways issued from time to time.
- iii. Based on the project structuring option, as approved by the client, the consultant shall be required to prepare bid documents for selection of project implementation agency for development of various components of the project as a part of final TEF.
- iv. The consultant shall prepare a summary of the proposed works, phasing plan of the developmental activities, project implementation plan of various activities and the consultant's recommendations with regards to timely completion of the same.
- v. The necessary statutory/administrative clearances required for setting up MMLP from different agencies like customs, environmental authorities, centre/state government and its bodies etc. shall also be identified and listed.
- vi. The consultant shall deliberate various service providers/regulatory bodies/government agencies role in setting up of the MMLPs along with necessary statutory provisions and recommend ways for smooth functioning of the MMLPs as a single window facilitation location. Based on the exercise carried out as per above sections, the consultant shall prepare Financial Evaluation and Project Structuring modules, as part of techno-economic feasibility report.
- vii. All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.

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3 Reports

All reports and documents prepared by the Consultants shall be professional, precise and objective. The report formats shall be finalised in Consultation with the Employer officials.

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report. The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP and the Work Plan. The consultant shall make power point presentations to VPT officials or Ministry of shipping if required and should assist VPT for seeking approval from the Government. The Consultants shall provide the following reports to VPT:

- i. Inception Report (5 numbers of hard copies and one soft copy (in editable and non-editable format))
- ii. Conceptual Layout Plan Report (5 numbers of hard copies and one soft copy and one soft copy (in editable and non-editable format))
- iii. Draft Final Feasibility Report (5 numbers of hard copies and one soft copy (in editable and non-editable format))
- iv. Final Feasibility Report (**10 (ten)** numbers of hard copies and one soft copy (in editable and non-editable format)). All the reports submitted to the Authority shall be in editable and non-editable formats.

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Stages of payment for the consultancy services for preparation of Techno-Economic Feasibility Study Report are as under:

The payment shall be made in the following stages:

Sl. No.	Description of services	Percentage of total consultancy fee
1.	on completion and submission of Final Inception Report	15%
2.	on completion and submission of Conceptual Layout Plan Report	25%
3.	on completion and submission of Draft Final Feasibility Report	40%
4.	On submission of Final Report	20%

NOTE:

- i. The port may at its discretion terminate the services at any stage of work and the Consultant will then be paid on pro-rata basis for completed services. All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The consultants shall be paid for the services rendered as per the TOR as per payment schedule given above. The Service Tax prevalent will be paid extra to the consultant.
- ii. The consultant shall register their firm/ company with statutory authority for payment of service tax as per the relevant law and produce proof of such registration to the Employer. The Service Tax component on I stage payment will be released along with that payment. Service Tax components on subsequent stage payments will be released only on production of proof of remittance of such tax on the stage of payment preceding the stage for which the claim is submitted. The service tax component for the final stage payment will be released only on production of proof of its remittance, in advance.

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4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- a) No advance payment shall be paid to the consultant.
- b) The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 15 days of date of certification of the bill by the Employer. For the final bill, the payment shall be made within 45 days of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within seven working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within seven days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.
- c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

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5 Liquidated damages:

- 5.1 In case delay in satisfactory completion of services occurs due to consultant beyond the stipulated period of months as indicated below for the stages of services, the consultant shall be liable to pay liquidated damages @0.05% (one twentieth percent) per calendar day subject to maximum of 2.5% (two and half percent) of contract sum due for that particular stage of services wherein delay occurs. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by VPT is liable to be forfeited. However, if the completion of services is delayed, extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. In the event of grant of any time extension, the Employer shall pay the same rates on prorated basis as have been applicable prior to the extension and Bank Guarantee(s) towards performance security shall be suitably extended by consultant upon advice by VPT with no extra cost to the Employer.

6 Deliverable and Timeline

- 6.1 The milestones and timelines of the assignment are given in the table below:

No.	Report	Timeline from date of commencement *(months)
a	Submission of Inception Report	2
b	Submission of Market Assessment/Traffic Demand Assessment Report and conceptual layout plan	4
c	Draft Pre-Feasibility Report	5
d	Final Pre-Feasibility Report	6

*Start date shall be date of Commencement of Services as provided in General Conditions of Contract.

Note:

- i. 06 months period excludes the time taken by the Employer for various approvals between (a), (b), (c) & (d)
- ii. The consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out consultancy services.

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7 Completion of Services

- 7.1 The project data shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the items as per the Scope of Services upon expiry of 6 (six) months from the date of commercial operations by the Concessionaire unless extended by mutual consent of the Authority and the Consultant.

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SCHEDULE-2

(See Clause 2.1.3)

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AGREEMENT

FOR

**CONSULTANCY SERVICES FOR PREPARATION OF TECHNO-ECONOMIC
FEASIBILITY STUDY REPORT FOR DEVELOPMENT OF MULTI MODEL
LOGISTIC PARK (MMLP) AT VISAKHAPATNAM PORT TRUST.**

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AGREEMENT

Consultancy Services for Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust.

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 2015, between, on the one hand, the Board of Trustees of Visakhapatnam Port (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

_____ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for consultancy services (hereinafter called the “Consultancy”) for the Project for Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust.
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ “LOA”); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

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GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- (a) **“Agreement”** means this Agreement, together with all the Annexes;
 - (b) **“Agreement Value”** shall have the meaning set forth in Clause 6.1;
 - (c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
 - (e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
 - (f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
 - (g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
 - (h) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
 - (i) **“Government”** means the Government of India; **“INR, Re. or Rs.”** means Indian Rupees;
 - (j) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
 - (k) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
 - (l) **“Personnel”** means persons hired by the Consultant or by any Sub- Consultants employees and assigned to the performance of the Services or any part thereof;
 - (m) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
 - (n) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
 - (o) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
 - (p) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
 - (q) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Visakhapatnam shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

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1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Visakhapatnam may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Visakhapatnam it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

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1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Chief Engineer

Visakhapatnam Port Trust

Phone: 0891- 2873300 Email: cevpt15@gmail.com, estatevpt@gmail.com

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: _____ Mobile: _____ Fax: _____

Email: _____

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1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15(fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, expire when services have been completed and confirm by the employer by the issuing completion certificate at the end of 6 (six) months or such other time period as the party may agree in writing.

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2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

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2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

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- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

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2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

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2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

V. P. T.

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3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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- 3.2.5 Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

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- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement "**Confidential Information**"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

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3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

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- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 5.00 lakhs (Rupees five decimal zero zero lakhs);
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and

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- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant’s actions requiring the Authority’s prior approval

The Consultant shall obtain the Authority’s prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

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3.8 Reporting obligations

The Consultant shall submit to the Authority the reports specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority:

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub- Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorized use of such Consultancy Documents,

or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

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3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

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4.2 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.3 Working hours, overtime, leave, etc.

The key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultant's remuneration shall be deemed to cover these items. Any taking of leave by personnel on account of unforeseen circumstances shall be with prior approval of the employer and the consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the services. The consultant shall provide sufficient technical experts / staff to complete this assignment in time. In case progress of assignment demands additional personnel to cope with the situation, Consultants have to deploy additional personnel at no extra cost to the Employer.

4.4 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.5 Sub-Consultants

Sub-Consultants listed in Annex- 3 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the

Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

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5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

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6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates

The employer shall pay the consultant for normal services in accordance with the details stated in Appendix – II, of Financial Proposal at the end of the part of work completed.

6.2 Remuneration and reimbursable Expenditures

It is understood that the fee quoted by consultant at Appendix-II, covers for all and sundry. No extra payments, other than the quoted at Appendix-II, or reimbursements shall be made to the consultant by the employer except as provided in the contract (payments will be INR only)

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 10% (Ten percent only) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

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7.2.2 Liquidated Damages for delay

In case delay in satisfactory completion of services occurs due to consultant beyond the stipulated period of months as indicated below for the stages of services, the consultant shall be liable to pay liquidated damages @0.05% (one twentieth percent) per calendar day subject to maximum of 2.5% (two and half percent) of contract sum due for that particular stage of services wherein delay occurs. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by VPT is liable to be forfeited. However, if the completion of services is delayed, extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. In the event of grant of any time extension, the Employer shall pay the same rates on prorated basis as have been applicable prior to the extension and Bank Guarantee(s) towards performance security shall be suitably extended by consultant upon advice by VPT with no extra cost to the Employer.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

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8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman of Visakhapatnam Port and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

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9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Visakhapatnam and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

V. P. T.

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Annexure -1
Terms of Reference
(Refer Clause
3.1.2)

(Reproduce Schedule-1 of RFP)

V. P. T.

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Annex-2
Approved Sub-Consultant(s)

(Refer Clause 4.7)

(Form-13 of Appendix-I)

Annex-3 (refer page-115)

Payment Schedule

(Refer Clause 5.0)

V. P. T.

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Annex-4 (Appendix)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

KNOW ALL BY THESE PRESENT that (The name of Bank) -----
----- a banking corporation carrying on banking business including Guarantees
at Visakhapatnam and other places and having its office at _____ (hereinafter called
'The Bank' which expression shall unless excluded by or repugnant to the context
or meaning thereof be deemed to include its successors and assigns) SEND
GREETINGS;

WHEREAS Board of Trustees of VISAKHAPATNAM PORT TRUST constituted
under the Major Port Trusts Act, 1963 (hereinafter called 'The Board' which expression
shall unless repugnant to the context of meaning thereof be deemed to include its
successors and assigns) had invited proposals for Preparation of Techno-Economic
Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at
Visakhapatnam Port Trust.

(hereinafter called the "Assignment") as per conditions and Terms of Reference
covered under the 'Proposal Document'.

AND WHEREAS (Name of the Consultant) _____ (hereinafter
called the 'Consultant') has offered to carryout the assignment as specified in Terms
of Reference and Conditions included in the 'Proposal Document'. AND WHEREAS
the Board has accepted the Proposal of M/s.
(Name of Consultant) (vide its
letter No. _____ dated _____ day of _____ 2012. AND
WHEREAS it is one of the conditions of the accepted proposal that the (Name of
the Consultant) M/s. _____ should interalia furnish a
guarantee of a Nationalised Bank/Schedule Bank having its branch in
Visakhapatnam for a sum of Rs. _____ (Rupees--

_____ only) being 10% of the Award price as security for the due
performance of terms and conditions subject to which the said 'Proposal' has been
accepted by the Board.

AND WHEREAS, the M/s. _____
_____(Name of Consultant) have requested the Bank to give the said
guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW
THIS INDENTURE WITNESSETH THAT the Bank doth
hereby stand surety for the said sum of Rs. _____ (Rupees--
_____ only).

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AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) _____ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. _____ (Rupees: _____) as may become payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. _____ (Name of Consultant) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. _____ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s. _____ (Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. _____ (Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against M/s. _____ (Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____ (Name of Consultant) or for any in forbearance indulgence by the Board to the M/s. _____ (Name of Consultant) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving them.

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And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the _____ day of _____, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of _____ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. (Rupees _____)

_____ and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only). This bank guarantee

shall be valid up to _____ and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before _____.

SIGNED SEALED AND DELIVERED:

by the with named _____

through its duly constituted Attorney/s

_____ in the presence of.

V. P. T.

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SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others; or
 - (ii) potential consultant should not have defined the project when earlier working for the Authority; or
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

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

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

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Appendices

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APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To

The Chief Engineer

Visakhapatnam Port Trust
Visakhapatnam - 530035

Andhra Pradesh

Sub: Consultancy services for Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust - **regarding**

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as consultant for the Project consultancy services for Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust.

1. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

V. P. T.

Authorized Signatory with seal

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

V. P. T.

Authorized Signatory with seal

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs.1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site.

We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name
and seal of the Applicant / Lead Member)

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust.
1.2	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.4	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
<div style="display: flex; justify-content: space-between;"> <div> <u>V. P. T.</u> </div> <div> <u>Authorized Signatory with seal</u> </div> </div>	

1.5	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No (If so, provide the office address(es) in India.)</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.6	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a Manufacturer? Yes/No</p>
	<p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.7	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No</p>

(Signature, name and designation of the authorised signatory)

For and on behalf of

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Chief Engineer,

Visakhapatnam Port Trust,

Visakhapatnam - 530035

Andhra Pradesh

Dear Sir,

Sub: RFP for Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust – Reg.

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

**Please strike out whichever is not applicable*

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for the Project “Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust, proposed to be developed by Visakhapatnam Port Trust (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

V. P. T.

Authorized Signatory with seal

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. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarised by a notary public.

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

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

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Average Annual Turnover From consultancy services of Applicant (INR)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

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

Name of the audit

firm: Seal of the audit

firm Date:

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

Note: Please do not attach any printed Annual Financial Statement.

V. P. T.

Authorized Signatory with seal

APPENDIX –I

FORM-6

Particulars of Key personnel

S. No	Designation of Key Pe rsonnel	N a m e	Educa tional Qualific ation	Length of Profession al Experience	Name of		No. of Elig ible Assi gn men ts [#]
					Firm	Employ ed Since	

V. P. T.

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APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

V. P. T.

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APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant[#]

(Refer Clause 3.1)

S.N o	Name of Project	Name of Client	Estimated capital cost of Project (in Rs crore/	Payment ^{##} of profession
(1)	(2)	3	(4)	(5)
1				
2				
3				
4				
5.				

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor^{\$}

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

Name of the audit firm: Seal of the
audit firm Date:

(Signature, name and designation of the authorized signatory)

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

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

V. P. T.

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APPENDIX
Form-9
Experience of Key Person*

Name _____ of _____ key _____ personnel _____ :
Designation: _____

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key	Designation of the Key Personnel on the assign	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-10

Eligible Assignments of Applicant

(Refer Clause 2.2.2.A)

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project	
Payment received by the Applicant	
Start date and finish date of the services	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-11

Eligible Assignments of Key Personnel

(Refer Clause 2.2.2A)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Name of Consulting Firm where employed:	
Description of services performed by The Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key</p>	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

V. P. T.

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APPENDIX-I

Form-12

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

8. Name of project	Description of responsibilities
--------------------	---------------------------------

1. Details of the current assignment and the time duration for which services are required for the current assignment.

2. Certification:

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

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

Note: 1. Use separate form for each Key Personnel

2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation

V. P. T.

Authorized Signatory with seal

APPENDIX-I

Form-13

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant Name: Designation:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services	Duration of Services	Date of Completion of Services
1.				
2.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 11 and 12 of Appendix-I.

2. Use separate form for each Sub-Consultant

V. P. T.

Authorized Signatory with seal

APPENDIX-II

(See Clause 2.1.3)

Financial Proposal

Form – 1

Covering Letter

(On Applicant's Letter Head)

From :

To

The Chief Engineer,

3rd Floor, Administrative Office Building,

Visakhapatnam Port Trust, VISAKHAPATNAM – 530 035.

Dear Sir,

Subject : Preparation of Techno-Economic Feasibility Study report for development of Multi-modal Logistics Park (MMLP) at Visakhapatnam Port Trust.

I/We have perused the Proposal Document for subject assignment containing Terms of Reference in **Annex-1** and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

Our price offer indicated in Form-2 of Appendix – II is inclusive of all taxes and duties except service tax but including incidentals, overheads, traveling expenses, sundries etc., all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference" (enclosed as **Schedule-I** to the Proposal Document). This offer is valid for a period of 120 days from the proposal due date.

I/We also noted that all the payments under this contract will be made only in Indian Rupees and that the Service tax as applicable from time to time will be reimbursed on production of documentary evidence.

Date :

Signature.....

Witness :

Name.....

Name.....

Designation.....

Address.....

For and on behalf of

Address.....

V. P. T.

Authorized Signatory with seal

APPENDIX-II

(See Clause 2.1.3 & 2.15 Instructions to Applicants)

Form – 2

FINANCIAL PROPOSAL

BOQ

Item No.	DESCRIPTION	Unit	Total Amount (Rs.)
1	Total fees for the consultancy services for preparation of Techno Feasibility Report for Development of Multi Model Logistic Park (MMLP) at Visakhapatnam Port Trust, as per Scope of Work mentioned at Schedule-1 all complete.	Lumpsum	
	TOTAL AMOUNT OF BOQ : Rupees (in words).....		

Note :

1. No escalation on any account will be payable on the above amounts during the entire contract period.
2. The payment for the different milestone events will be paid as per the payment schedule indicated in Annex-3 i.e., Payment Schedule (refer Clause 5.0 of Schedule – I of this RFP document).
3. All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes if any

V. P. T.

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Annex-3
Payment Schedule

(Refer Clause 5.0 of Schedule-I)

Stages of payment for the services are as under :

Item 1 - Payment of total quoted amount (Contract price)(Lump sum) for services described below under (a), (b), (c) & (d)

S.No.	Description of Services	Type	Amount (INR)
a.	On completion and submission of Final Inception Report	LS	15% of Item 1
b.	On completion and submission of Final Conceptual Layout Plan Report	LS	25% of Item 1
c.	On completion and submission of Draft Final Report.	LS	40% of Item 1
d.	On submission of Final Report.	LS	20% of Item 1

V. P. T.

Authorized Signatory with seal

