



An ISO 9001 : 2008 Port
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MORMUGAO PORT TRUST

Request for Proposal

APPOINTMENT OF

TECHNICAL CONSULTANT

**For Preparation of Detailed Project Report
And Detailed Engineering for Development of
Indian Navy and Coast Guard Berths
at Mormugao Goa.**

Oct' 2016

MORMUGAO PORT TRUST

TENDER NO. CE/68-R1/2016
TENDER NOTICE NO. CE/N-80/2016

REQUEST FOR PROPOSAL (RFP)

FOR

APPOINTMENT OF

TECHNICAL CONSULTANT

**For Preparation of Detailed Project Report and
Detailed Engineering for Development of
Indian Navy and Coast Guard Berths
at Mormugao Goa.**

DISCLAIMER

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.

Glossary

Additional costs	As in item H of form -2 of Appendix –H
Agreement	As defined in Schedule -2
Agreement value	As defined in clause 6.1.2 of Schedule -2
Applicable laws	As defined in Schedule -2
Applicant	As defined in clause 2.1.1
Associate	As defined in clause 2.3.3
Authorized representative	As defined in clause 2.13.3
Authority	As defined in clause 1.1.1
Bid Security	As defined in clause 2.20.1
Concession Agreement	As defined in clause 1.1.2
Concessionaire	As defined in clause 1.1.2
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
Consultancy Team	As defined in (clause 8) of Schedule I
Consultant	As defined in clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Deliverables	As defined in clause 4 of Schedule –I
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
Feasibility Report or FR	As specified in (Clause 4(G)) of Schedule -1
Financial Proposal	As defined in clause 2.15.1
INR, Re, Rs.	Indian Rupees(s)
Inception Report	As specified in (clause 4A) of Schedule -1
Key Date or KD	As defined in (clause 6.2) of Schedule -1
Key Personnel	As defined in clause 2.1.4
Lead Member	As defined in clause 2.1.1
LOA	Letter of Award
MCA	As defined in clause 1.1.3
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
PPP	Public Private Partnership
Project Manager	As defined in clause 4.6 of Schedule -2
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 1.5 and 1.8
Resident Personnel	As defined in clause 1.1.1(o) of Schedule -2
RFP	As defined in Disclaimer
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 -11
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 expression beginning with capital letters and defined in this document shall unless repugnant to the context, have meaning ascribed thereto herein	

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1. Introduction

1.1 Background

1.1.1 The Board of Trustees of the Port of Mormugao, acting through the Ministry of Shipping, Govt. of India, represented by the Chairman, Mormugao Port Trust (the '**Authority**'), situated in the west coast of India, plans to take up various **Development of Indian Navy and Coast Guard berths at Mormugao, Goa.**

- (i) Development of Berthing facilities for Indian Navy and Coast Guard Berth at Vasco Bay
- (ii) Road connectivity (Elevated Corridor) from Mormugao Port to Indian Navy and Coast Guard Berth.

1.1.2 With a view to inviting bids for the projects, the Port Authority has decided to formulate (A) Detailed Project Report for determining the Technical Feasibility, and Cost Estimate and (B) Detailed Engineering of the projects. These will be executed as deposit work by Ministry of Defence. Bidders will be selected through open bidding process.

1.1.3 The Technical Consultant shall prepare the Detailed Project Report which contain Technical Feasibility and Cost Estimate of the Project. Whereas Preparation of Tender documents and Detailed Engineering shall have to be provided on approval of project by the Ministry of Defence. The Terms of Reference are specified at Schedule-I (the '**TOR**')

1.2 Request for Proposal

The Authority invites Proposals (the '**Proposals**') for selection of a Technical Consultant (the '**Consultant**') who shall prepare (A) Detailed Project Report for development of the projects and (B) Detailed Engineering.

The Detailed Project Report shall include Engineering studies, preliminary conceptual design of berths, layout of structures, pavements and other project facilities in conformity with the TOR (collectively the '**Consultancy**') and the cost estimate of the Project.

The Detailed Engineering Report shall include detailed tender drawings, tenders and other technical requirements.

The Authority intends to select the Consultant through an open Competitive Bidding Process in accordance with the procedure set out herein.

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 downloaded from the port's website www.mptgoa.com. A processing fee of Rs.10,000/- (Rupees Ten thousand only) in the form of a demand draft or banker's cheque drawn on any schedule bank of India in favour of the FA & CAO and payable at Vasco, shall also be submitted along with the bid document to be included in Cover No.1.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 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 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 shortlisted Applicants shall be prepared as specified in Clause 3.2.

In the 2nd 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 score as specified in Clause 3.4.

The first ranked Applicant will be selected for negotiation (the '**Selected Applicant**') while the 2nd ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, (Rs.67) 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\$ shall be converted into INR 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 the payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR 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 endeavour to adhere to the following schedule;

Event Description	Estimated Date
1. Sale of Tenders From	01/10/2016 to 28/10/2016
2. Last date for receiving queries/clarifications	12/10/2016
3. Pre-proposal Conference	14/10/2016 at 15.00 hrs.
4. Authority Response to queries	18/10/2016
5. Proposal due date	28/10/2016 before 1500 hrs
6. Opening of Proposals	28/10/2016 at 1530 hrs
7. Opening of price bids	Will be intimated to selected bidders
8. Letter of Award (LOA)	15/11/2016
9. Signing of Agreement	15/12/2016

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 PPD. For this purpose, they will provide at least two days notice to the nodal officer specified below:

Executive Engineer (P-II)
Civil Engineering Department
Mormugao Port Trust
Headland, Sada
Goa 403804

Phone : 91 (0)832 259 4617
Mobile : 91 423062087
Email : sudin.pd@gmail.com

1.10 Pre-Proposal Conference

The date, time and venue of the pre-proposal conference shall be;

Date : 14/10/2016

Time : 15.00 HRS

**Venue : Board Room of Main Administrative Building,
Mormugao Port Trust, Headland, Sada.**

Note: Payment of Rs. 10000/- should be made towards the document by way of D.D in favour of FA & CAO and the same should be handed over during the pre-bid conference

1.11 Communications

1.11.1 All communications including the submission of proposal should be addressed to;

The Chief Engineer
Mormugao Port Trust
Headland, Sada

Goa 403804

Phone : 91(0)8322521160

Fax : 91(0)8322521165

Email : mgptce@gmail.com , ce@mptgoa.com

- 1.11.2 The Official Website of the Authority is www.mptgoa.com
(Note : Please click the link Tender Notice and then, Civil Engineering Department to access all the posted and uploaded documents related to this PPP)
Any amendments/modifications/information related to the consultancy will be posted only on the website. Bidders are advised to periodically check for any updates.
- 1.11.3 All communications, including the envelope should contain the following, information to be marked at the top in bold letters

RFP NOTICE NO. CE/N-80/2016

Preparation of Detailed Project Report and Detailed Engineering for Development of Indian Navy and Coast Guard at Mormugao, Goa.

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 a 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 Consultants shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants are 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 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 in Schedule-2.
- 2.1.4 Key Personnel**
The Consultancy Team shall consist of the following key personnel (the '**Key Personnel**') who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Senior Port Engineer cum team Leader (the 'Team Leader')	He will lead, co-ordinate and supervise the Multidisciplinary team for preparation of the Feasibility Report. He shall spend at least 10 days at the project site.
Port Planner / Port Engineer	He shall be responsible for suggesting various options for development. He shall spend at least 08 days at the project site.
Geo Technical Expert	He shall be responsible for Soil investigation . He shall spend at least 05 days at the project site.
Structural Expert	He shall responsible for Structural Design and costing He shall spend at least 05 days at the project site.

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 furnish the following **Technical and Financial capacity**:

The proposed eligibility criteria are as follows-

Technical Capacity : The Applicant shall have , over past SEVEN years preceding the proposal due date(PDD), undertaken minimum 5 (Five) eligible projects

A. Technical Eligibility Criteria

- (i) Atleast three assignments shall be of "Port development works" having an estimated capital cost (excluding land) of at least Rs. 250 crores in case of projects in India and US \$100.00 million for projects elsewhere
AND
- (ii) Atleast one assignment shall be of "Any projects", involving construction of elevated road/flyover/bridge and having an estimated capital cost (excluding land) of atleast Rs. 250 crores in case of projects in India and US \$100.00 million for projects elsewhere.

Provided that the applicant firm claiming credit for eligible assignment shall have, prior to PDD, received professional fees of at least Rs. 40.00 lakhs for such assignment and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. Any Projects means Civil Engineering Projects of infrastructure works category such as Road, Flyovers, etc.

Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 80 lakhs.

Note : For the purpose of RFP

- Port Development Projects would be deemed to include Marine structures, Onshore and Offshore Terminals, berths, Jetties, Quays, cargo handling systems, Bulk / liquid material handling system, Port based terminal facilities.

- B. **Financial Criteria** The Applicant shall have a minimum income of Rs. 10.00 Crores or US \$ 5.0 million per annum from professional fees during each of the three financial years preceding the proposal due date. For the avoidance of doubt professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.
- (C) **Availability of Key Personnel**: The Applicant shall offer and make available all key personnel meeting the requirements specified in sub clause (C) below.

- (D) **Conditions of Eligibility for Key Personnel:** Each of the key personnel must fulfil the conditions of eligibility specified below.

Key personnel	Educational Qualifications	Length of professional experience	Experience on eligible assignments
Senior port engineer cum Team Leader (the 'Team Leader')	Graduate in Civil Engg.	15 yrs	He should have led the Feasibility study teams for two eligible assignments
Port Planner / Port Engineer	Graduate in Civil Engg	10 yrs	He should have worked as a port planner / engineer for two eligible assignments
Geo Technical Expert	Post graduate In Civil Engineering/ MSc. In Geology	10 yrs	He should carried out Relevant studies for Two eligible Assignments
Structural Engineer	ME/Mtech in Civil Engineering	10 yrs	He should have Structural Expert For two eligible assignments

- 2.2.3 The Applicant shall enclose with its proposal, certificates from its statutory auditors (no separate annual financial statements should be submitted) stating its total revenues from professional fees during each of the past 3 financial years and the fee received in respect of each of the eligible assignments specified in the proposal. In the event the Applicant does not have a statutory auditor, it shall provide the requisite certificates from the firm of chartered accounts that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a power of attorney as per the format at Form-4 of Appendix-I: provided, however, that such power of attorney would not be required if the application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project, and the debar subsists as on the date of proposal, would not be eligible to submit a proposal either by itself or through its Associate.

- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform in an agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 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 interest paramount, avoid conflicts with other assignments or its 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 clients, or that may place it in a position of not being able to carry out the assignment in the best interest of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing conflicts of interests 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 affecting the Selection Process if;
- (a) 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 or ownership interest 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 such Applicant, member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in

section 4A of the Companies Act,1956. For the purposes of this clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the '**Subject Person**') shall be taken into account for computing the shareholding of such controlling person in the subject person; and (bb) subject always to subclause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the subject person, the computation of indirect shareholding of such person in the subject person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this application as any other Applicant; or
- (e) 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
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will 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
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or 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
- (h) the Applicant, its member or Associate (or any constituent thereof), and the bidder or concessionaire, if any, for the project, its contractors or sub contractors (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 or ownership interest of an Applicant, its member or Associate (or any shareholder thereof having a shareholding of more than 5% of the paid up and subscribed share capital of such Applicant, member or Associate, as the case may be,) in the bidder or concessionaire, if any, or its contractors or sub contractors is less than 5% (five percent) of the paid up and subscribed share capital of such concessionaire or its contractors or sub contractors ; provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this sub clause (h), indirect shareholding shall be computed in accordance with the provisions of sub clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (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 percent) 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 by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide consultancy for this project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same project and any breach of this obligation shall be construed as Conflict of Interest ; provided that the restriction herein shall not apply after a period of 5 (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 performed for the Authority in continuation of this consultancy or to any subsequent consultancy / advisory services performed for 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 percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate 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 organised for the benefit of prospective Applicants 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;
- (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 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

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

Misrepresentation/improper response by the Applicant 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

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth herein above, 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: Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Approved Sub-Consultant(s)
 - Annex-5: Cost of Services
 - Annex-6: Payment Schedule
 - Annex-7: 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
Form 7: Proposed Methodology and Work Plan
Form 8: Abstract of Eligible Assignments of Applicant
Form 9: Abstract of Eligible Assignments of Key Personnel
Form 10: Eligible Assignments of Applicant
Form 11: Eligible Assignments of Key Personnel
Form 12: CV of Key Personnel
Form 13: Deployment of Personnel
Form 14: Proposal for Sub-Consultant(s)
Appendix-II: Financial Proposal
Form I: Covering Letter
Form 2: Financial Proposal
Form 3: Estimate of Personnel Costs

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 endeavour to respond to the queries within the period specified therein but not later than 7 (seven) 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 2.10 shall be construed as obliging 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 intimated the Authority that they have downloaded the RFP document and furnished their contact details) by fax or e-mail.

- 2.11.2 Any amendments will 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). No copies are required to be submitted.
- 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 by the authorised representative (the "Authorised Representative") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) 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 notarised by a notary public in the form specified in Appendix-I (Form A) shall accompany the Proposal.

- 2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the 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 and processing fee are separately provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CV s of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 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 and dated 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 (seventy five) years at the time of submitting the proposal; and

- (I) 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 a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (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.**
- 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 such Professional Personnel, if any, 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-I4 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. Any such verification or the lack of such verification by 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 Selected 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.

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 (Item [G] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 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, 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 nonresponsive 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, except Service Tax. **Service Tax will be payable by the Port.** 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.

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 initialed by the Authorised Representative of the Applicant as per the terms of the RFP. 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 Clauses 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 and consequent losses, if any, suffered by the Applicant.

- 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-I of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.20.1

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

- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative 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 at or before 1500 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.

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.3,00,000 (Rupees Three 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 Vasco da Gama (the "Bid Security"), returnable not later than 30 (thirty) 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 (one hundred and twenty) 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.
- 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*, the 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 section 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 negotiations as required vide clause 2.24.1
- (e) In the case of the selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in clauses 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 15.30 hrs 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.

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) the Technical Proposal is received in the form specified at Appendix-I
- (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, bound together in hard cover and marked as stipulated in Clauses 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 nonresponsive 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 shall 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 shall prepare a list of prequalified and shortlisted 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 and shortlisted 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 the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8 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 matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The 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 or as may be required by law or in connection with any legal process.
- 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 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.

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 reconfirming 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.

- 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. Without prejudice to the foregoing **substitution of one key personnel shall be permitted subject to reduction of remuneration equal to 0.75 % of the total consultancy cost. In case of a second substitution further reduction shall be equal to 1 % of total consultancy cost.**

- 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 an amount equivalent to the value of the Agreement 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 highest ranking 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.

2.29 Commencement of Assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. 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

Subject to the provisions of Clause 2.22, 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, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

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. **Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration**, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.

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

A. Detailing Scoring system

Sr. No.	Description	Max. Marks	Breakup of Scoring System		Actual (S_T)
1	Relevant Experience of the Applicant	30	No. of Assignments	%	
A	Experience in providing services of similar nature defined in Technical Capacity during last 5 years in Port development works	20	≥ 5 4 3 2 1	100 80 60 40 20	
B	Experience in providing services of similar nature defined in Technical Capacity during last 5 years in any projects involving construction	10	≥ 5 4 3 2 1	100 80 60 40 20	
2	Proposed methodology	5			
	Acceptability and Detailing of Methodology and Work Plan	5	Excellent	100	
			Very Good	90	
			Good	80	
			Appropriate	70	

<i>Sr. No.</i>	<i>Description</i>	<i>Max. Marks</i>	<i>Breakup of Scoring System</i>		<i>Actual (S_T)</i>
3	Relevant Experience of the Key Personnel	65			
a	Senior Port Engineer cum Team Leader	20			
	i. Qualification	5	PHD/ Master	100	
			Graduate in Civil Engineering	70	
	ii. Length of Professional Experience	5	>15yrs	100	
			>12 upto 15yrs	90	
			10yrs upto 12yrs	80	
			<10yrs	0	
	iii. Experience on Eligible Assignments	10	≥3	100	
			2	70	
			<2	0	
b	Port Planner / Port Engineer	15			
	i. Qualification	5	PHD/ Master	100	
			Graduate	70	
	ii. Length of Professional Experience	5	>10yrs	100	
			>8 upto 10yrs	90	
			7yrs upto 8yrs	80	
			<7yrs	0	
	iii. Experience on Eligible Assignments	5	≥3	100	
			2	70	
			<2	0	
C	Structural Engineer	15			
	i. Qualification	5	PhD	100	
			Post Graduate	70	
			Graduate	50	
	ii. Length of Professional Experience	5	>10yrs	100	
			>8 upto 10yrs	90	
			7yrs upto 8yrs	80	

Sr. No.	Description	Max. Marks	Breakup of Scoring System		Actual (S _T)
			<7yrs	0	
	iii. Experience on Eligible Assignments	5	≥3	100	
			2	70	
			<2	0	
D	Geo Technical Expert	15			
	i. Qualification	5	PhD	100	
			Post Graduate	70	
	ii. Length of Professional Experience	5	>10yrs	100	
			>8 upto 10yrs	90	
			7yrs upto 8yrs	80	
			<7yrs	0	
	iii. Experience on Eligible Assignments	5	≥3	100	
			2	70	
			<2	0	
	Total Marks for Technical Qualification	100			
	Minimum Marks for Technical Qualification	70			

While awarding marks for the number of eligible projects, the Applicant or key personnel, as the case may be, **Five (5) eligible assignments** with maximum consultancy fee, viz. **highest aggregate value** shall be entitled for 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**. No score shall be awarded to an Applicant / key personnel for fulfilling the eligibility criteria of a minimum number of eligible assignments and **only projects exceeding the eligibility criteria shall qualify for scoring**.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and detailed project report for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- (i) Atleast three assignments shall be of "Port development works" having an estimated capital cost (excluding land) of at least Rs. 250 crores in case of projects in India and US \$100 million for projects elsewhere
AND
- (ii) Atleast one assignment shall be of "Any projects", involving construction of elevated road/flyover/bridge and having an estimated capital cost (excluding land) of atleast Rs. 250 crores in case of projects in India and US \$100 million for projects elsewhere.

Provided that the applicant firm claiming credit for eligible assignment shall have, prior to PDD, received professional fees of at least Rs. 40.00 lakhs for such assignment and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. Any Projects means Civil Engineering Projects of infrastructure works category such as Road, Flyovers, etc.

Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 80 lakhs.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, **not more than five shall be prequalified 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.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified 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 fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. **The lowest Financial Proposal (F_M) will be given a financial score (SF) of 100 points.** The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(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:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80 and 0.20** 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 Clauses 2.24, 2.28 and 2.29, as the case may be.

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.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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 endeavour 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.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Goa 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.

A. Test of Responsiveness

1	The Bid-Security and Processing Fee are separately provided	
2	All forms are submitted in the prescribed formats and signed by the prescribed signatories	
3	Power of Attorney, if applicable, is executed as per Applicable Laws	
4	CV s of all Professional Personnel have been included	
5	Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP	
6	No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished	
7	The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected	
8	The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP	
9	Professional Personnel proposed have good working knowledge of English language	
10	Key Personnel would be available for the period indicated in the TOR;	
11	No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal	
12	The proposal is responsive in terms of Clause 2.21.3.	

- 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.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



SCHEDULES

SCHEDULE – I

(See Clause 1.1.3)



An ISO 9001 : 2008 Port
ISPS CODE Compliant

Preparation of Detailed Project Report and Detailed Engineering for Development of Indian Navy and Coast Guard Berth at Mormugao, Goa

Terms of Reference (TOR)

For

Technical Consultant

1. TERMS OF REFERENCE

2. General

Authority plans to take up various projects in Vasco Bay area over the next 5 years for development of facilities in the Port for the Ministry of Defence . The following projects are proposed, collectively called the '**Projects**'

- (i) Development of Berthing facilities for Indian Navy and Coast Guard at Vasco bay
- (ii) Road connectivity (elevated corridor) from Vasco bay area of Mormugao Port to Indian Navy and Coast Guard berth at Vasco bay.

- 1.2 The Consultant shall be guided in this assignment by following standard Port and Harbour planning guidelines laid down by the Indian Govt. and International UNCTAD and PIANC guidelines, etc. Also the Model Tender Agreement and other manuals, standards and documents for development and construction of port infrastructure shall be designed as per standards.
- 1.3 The Consultant shall be responsible for bringing out any special feature or requirement of the port development. The details and particulars to be specified in the schedules / Appendix of the Concession and should be duly addressed and incorporated therein.
- 1.4 The Consultant shall assist the Authority by furnishing clarifications as required for the financial appraisal and legal scrutiny of the port development and bid document.
- 1.5 The Consultant shall also participate in the pre bid conference with the bidders of the port development and assist the Authority in clarifying the technical aspects arising from the bid documents including the feasibility report.

2. Objective

The objective of this consultancy is to undertake and preparation of:

TASK (A) – Preliminary Report, Detailed Project Report

TASK (B) - Detailed Engineering, Preparation of tender document, assist Port to finalize the contract for works.

The Consultant will actively involve senior counterpart personnel of the Port Trust during the study. The project report will form the basis on which the Defence Ministry will approve the Project.

The study should hence address adequately, the technical requirements, cost estimate, construction methodology etc. **To that extent, the Consultants for the study are expected to include in their work, information and studies as they deem necessary to achieve this purpose.**

2.1 Task List

The task list involved is as follows

a) Development of Berthing Facilities for Indian Navy and Coast Guard at Vasco Bay.

Based on the requirements submitted by the Indian Navy and Coast Guard for berthing of their vessels and expected size of vessels in future, the consultant shall assess the requirement of Berth, back up area, ship manoeuvrability during berthing and de-berthing design the berth and provision of ancilliary facilities. The Consultant shall find requirement of turning circle based on the ship manoeuvrability and suggest requirements. Consultant shall have to carry out physical survey and based on wave tranquillity study report and other related studies, the alignment of the berth shall be determined. A detailed estimate for creating such facilities shall also be worked out.

b) Road and Rail Connectivity to berths at Vasco Bay.

An elevated corridor or any other suitable option shall be designed from Port area / Vasco city to the proposed location of Navy and Coast Guard berths. Consultant will have to physically survey and route the proposed corridor. While designing the corridor clearances from ground level shall have to be taken into account, so that fishing community will not face any obstruction in their traffic movement.

Based on the overall development proposed, detailed cost estimates shall be worked out. A separate Report shall be submitted by the Consultant on this project.

The following data will be shared with Consultant, as available with the Port:

- i. Model studies at Central Water Power Research Station, (CWPRS) Pune to determine wave tranquillity studies, morphological studies, siltation studies and Ship Movement Studies.
- ii. Soil investigation study.
- iii. Sub-bottom profiling and Seismic studies.

If any additional studies are required, the consultant shall intimate the Port and the cost thereof will be borne by Port, through deposit obtained from MOD separately.

TASK A – Detailed Project Report

The Reports shall include but not limited to technical study, drawings, cost estimates, period of construction, construction methodology,

TASK B - Detailed Engineering Report

The consultant shall prepare Tender drawings based on detailed designs and working drawing during execution of work. Any deviation / problems due to site conditions are to be resolved by the Consultants. All relevant details, sections, elevations, plan shall be indicated in the drawings. The report shall be a self contained and bankable report including all details and data. Preparation of tender

2.2 Work Plan

TASK A

1. Submission of Preliminary Report highlighting the relevant studies available and the details for further studies proposed to be carried out by the Consultant and time frame. The detailed technical studies shall have to be based on actual site survey carried out by Consultant. The detailed study shall comprise of, but not limited to, preliminary designs, drawings, cost estimates, construction methodology, conceptual drawings, etc. for setting up the entire infrastructure. All the studies shall be undertaken concurrently.
2. Submission of draft feasibility report covering the above details.
3. Review the draft report by MPT. Revisions of the report after considering the views of MPT.
4. Submission of final project Report.

TASK B

5. Preparation of Tender Documents.
6. Submission of detailed design and tender drawings includes proof checking of design.

2.3 Detailed Scope of Studies

TASK A

2.3.1 Task 1 - Preliminary Report

Consultant shall have to carry out site survey of the proposed location and based on the operational requirements, the Consultant shall study various options for the development of the projects with a view to determining the most effective and economical arrangements that would be viable under the conditions prevailing and consistent with the site conditions. Various options shall be sketched at appropriate scale and preliminary assessment of their cost and operational implications analysed in sufficient detail. The Consultant shall work out various options for creating infrastructure for the above mentioned facilities and propose the most ideal option for the integrated development consistent with the site conditions / constraints and taking into account the operational requirements. For this purpose, consideration shall be given (but not limited) in the following areas:

- i) **Functional aspects** such as
 - Capital Dredging requirement
 - Berthing requirements
 - Road connectivity
 - Ship movements in Channel
 - Port Security
- ii) **Cost implications** such as
 - Construction and Maintenance cost
 - Port operating cost for users

After discussion of the foregoing, the Consultant shall prepare a comparison of the most promising alternatives, including preliminary analysis of prospective benefits and costs and of financial implications. On this basis, the Consultants shall select the alternative they

consider the most effective and economical in consultation with MPT. Consultant shall submit five (5) copies of Preliminary Report.

2.3.2. – Task 2 – Detailed Project Report

On submission of the preliminary report and MPT conveying the acceptance of the same, the Consultant shall proceed to prepare the draft feasibility report/FEED document. The draft project report shall contain preliminary designs and drawings, cost estimates, construction methodology, references to relevant codes of practice wherever relevant. The tasks involved in preparing the report will be (but not limited), preparation of layout plans for all the facilities, type of handling equipment, connectivity, pollution control, effluent disposal system and other utilities, fire fighting and safety requirements, cost estimates, operation / maintenance cost, phased development if necessary. Preliminary designs and drawings of all the facilities with respect to GPS based Co-ordinates proposed to be constructed. The report should be a self contained document with sufficient details which shall enable the Port/MoD to make an investment decision. The document should also bring out the desired investment pattern by Defence Ministry and by a grant from Ministry of Defence. The following aspects shall also be covered in the study.

- (i) Assess the requirement of dredging, terminal facilities and parking spaces, navigational aids and all other required services (water, oil, electric power and auxiliary facilities)
- (ii) Prepare preliminary and conceptual engineering designs and drawings for all the project components for off site and on site infrastructure including security and safety requirements of the proposed development. Proposed development shall not have interference with any existing structures. A site survey shall have to be carried out in order to finalise the location of Project site.
- (iii) Preparation of bill of quantities and detailed cost estimates, revenue estimates of the project.
- (iv) Develop an integrated detailed business plan and implementation strategy for the project with particular reference to the following;
 - a) Development strategy including phases of the project, time frame for development, cost implication of development.
 - b) Analysing the financial projections prepared which includes reviews of the following: revenue components, operating expenses, capital expenditure to be incurred for the development of various stages of the project, EIRR, FIRR etc.

The draft report shall be submitted to MPT. MPT will examine the report and convey its comments to the Consultant. The Consultant shall then prepare the final report by incorporating all the comments / requirements of MPT and Coast Guard and Indian Navy. Consultant shall submit five (5) copies of draft Detailed Project Report and fifteen (15) copies of Detailed Project Report in hard format. Draft report shall also to be submitted in soft format.

TASK B

2.3.3. – Task 3 – Preparation of Tender Document

On conveying the acceptance of the Detailed Project Report and depositing the initial amount by Ministry of Defence with MPT, the Consultant shall proceed to prepare the draft tender document. The draft tender document shall contain tender drawings, construction

methodology, references to relevant codes of practice wherever relevant. The tasks involved in preparing the tender document will be (but not limited), preparation of layout plans for all the facilities, type of construction equipment to be deployed by the contractor for smooth execution of works, connectivity to project site, pollution control, effluent disposal system and other utilities during construction activities, fire fighting and safety requirements during construction activities, Location of the structure with respect to GPS based Co-ordinates. The following aspects shall also be covered in the tender document.

- i) Deployment of dredger capacity with respect to assessment of dredging quantity, utilization of dredged quantity for reclamation considering quality of material dredged, navigational aids and all other required services (water, oil, electric power and auxiliary facilities)
- ii) Issue of tender drawings along with tender for all the project components off site and on site.
- iii) List of approvals required for contractor during execution of works including temporary structures, temporary platforms, materials to be incorporated, fenders, etc. security and safety requirements of during execution of works.
- iv) If there is scope of alternate design to economise the cost submitted by the contractor, then obtaining proof checking of design from Institution by approved Port.
- v) Preparation of details specifications for bill of quantities.

The draft tender document shall be submitted to MPT. MPT will examine the tender document and forward it to Indian Navy and Coast Guard and convey its comments to the Consultant. The Consultant shall then prepare the final tender document by incorporating all the comments / requirements of MPT. Consultant shall submit five (5) copies of draft tender document and fifteen (15) copies of tender document in hard format. Draft tender document and tender document shall also to be submitted in soft format.

2.3.4. – Task 4 – Detailed Engineering

On acceptance of tender offer received from qualified contractors and depositing the necessary amount by Ministry of Defence with MPT, the Consultant shall submit detailed working drawings. Contractor shall execute the work as per construction methodology mentioned in the tender documents.

The following aspects shall also be covered in the detailed engineering.

- i) Drawing showing co-ordinates for berth area, bridge, dredging area, location of piles, etc.
- ii) Issue of tender drawings fit for execution , for all the project components off site and on site.
- iii) Obtaining proof checking of design from approved Institution by Port as per the list of Consultants suggested by the bidder. Consultant shall issue Liability certificate on design of detailed engineering of the structure.

Consultant shall submit six (6) copies of all drawings in hard format on tracing paper and also soft format.

2.4 Study duration, deliverables and schedule of payments

The duration of the consultancy services for carrying out above scope of work will be **40 months** including time for approvals by the Authorities.

The following reports need to be submitted during the course of the consultancy at specified time period. The focus and coverage alongwith the time frame of deliverables and payments are as follows.

Report	No. of copies	Date of submission w. e. f. commencement date (Cumulative)	Payment
<u>TASK A</u> DETAILED PROJECT REPORT – (Amount quoted shall not exceed 20 % of the overall Project Consultancy Cost viz. (Task A+ Task B)			
Preliminary Report	5	8 weeks	15 %
Draft final report	5	12 weeks	35 %
Final report	15	20 weeks	50 %
Approval of Detailed Project Report by Ministry Of Defence		Maximum period of 24 months	
<u>TASK B</u> DETAILED ENGINEERING (to be taken up after in principle approval of DPR by MoD)			
Draft Tender Document/s	5	12 weeks	15 %
Final Tender Document/s including drawings and proof reading	15	24 weeks	40 %
Submission of Tender document with drawings for work execution, assisting Port for tender evaluation.	6 copies of each drawing	32 weeks	40 %
Completion of services including assistance during bidding process			5%

The offer shall remain valid for a period of **180 days** from the Proposal Due Date or such further period as may be mutually agreed upon.

NOTE:

- The amount quoted for Task A shall not be more than 20 % of total Project consultancy cost.
- The Bid will be assessed on the total amount quoted for Task A and Task B.
- The Work order for Task A and Task B will be issued separately.
- After end of Task A, the consultant shall give letter of undertaking indicating commitment to undertake Task B work on or before 24 months of completion of task A work , without any change in the amount quoted for Task B work.
- The Port at its sole discretion shall issue work order for Task B.

Notes:

- 1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*
- 2. All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments not later than 4 (four) weeks from the date of receiving a draft report and in case no comments are provided within such 3 (three) weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take upto 3 (three) weeks in providing its comments on the DPR.*
- 3. DPR shall be completed in 10 weeks excluding the time taken by the Authority in providing its comments on the Draft Project Report. The Consultant may take 5 (five) weeks for submitting its Final DPR after receipt of comments from the Authority'.*
- 4. Final payment shall be released upon completion of services in their entirety.*
- 5. It is expected that the maximum period of approval by the Ministry of Defence is 24 months. In case there is an unprecedented delay, the Consultant will have to give an undertaking at the end of 24 months from task A, that they stand by their amount quoted for Task B.***

SCHEDULE-2

(See Clause 2.1.3)



AGREEMENT FOR

Preparation of Detailed Project Report and Detailed Engineering for Development of Indian Navy and Coast Guard berth at Mormugao, Goa.

AGREEMENT**Preparation of Detailed Project Report and Detailed Engineering For Development of Indian Navy and Coast Guard Berth at Mormugao, Goa.**

AGREEMENT No. _____

This AGREEMENT (hereinafter called the "Agreement") is made on the ____ day of the month of 2***, between, on the one hand, the Mormugao Port Trust (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

The Authority vide its Request for Proposal for Preparation of Feasibility Report (hereinafter called the "Consultancy") for **Preparation of Detailed Project and Detailed Engineering Report For Development of Indian Navy and Coast Guard at Mormugao, Goa.** (hereinafter called the "Project");

- (A) 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
- (B) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ____ (the "LOA"); and
- (C) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL**1.1 Definitions and Interpretation**

i. 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) "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;
- (b) "Agreement" means this Agreement, together with all the Annexes;

- (c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- (d) "Additional Costs" shall have the meaning set forth in Clause 6.1.2;
- (e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) "Dispute" shall have the meaning set forth in Clause 9.2.1;
- (h) "Effective Date" means the date on which this Agreement comes into 'Y force and effect pursuant to Clause 2.1 ;
- (i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- U) "Government" means the Government of India;
- (k) "INR, Re. or Rs." means Indian Rupees;
- (l) "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;
- (m) "Personnel" means persons hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (O) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (q) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7;
- (s) "Third Parry" means any person or entity other than the Government. the Authority, the Consultant or a Sub-Consultant.

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

- ii. 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 Goa shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

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 Goa 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 email 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 [New Delhi] 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 email, 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.

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 Authorised 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:

Tel: ***** Fax: ***** E-mail: *****

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: -----

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.

(ii) 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 7 (seven) 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 4 (four) 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, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

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.
- (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 fulfill 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 fulfill 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 minimize 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.

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;
- (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.

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
- (iii) 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.

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-I 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.

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.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not 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:

- (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 (ii) 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.

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
- (i) 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.

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.

This limitation of liability 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.

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.
- (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 coverages 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. 50 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
- (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 may be specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents 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. The Consultant shall furnish soft copies of all their report and drawings in word, excel and autocad formats.

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 unauthorised 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.

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 authorised 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.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 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.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

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. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 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.

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.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs --- (Rupees), which does not include the Additional Costs specified in Annex-5 (the "Additional Costs").

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not

envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceeding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (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 Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 12% (twelve per cent) per annum.

- (e) 5% (Five per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the "**Performance Security**"), 5% (five per cent) 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-7 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 **5% (five per cent)** of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of **5% (five per cent)** of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

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.

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 Secretary, General Administration Department and the Chairman of the Board of Trustees 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.

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 and amendments thereafter. The venue of such arbitration shall be Goa 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} {a sole arbitrator whose 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

For and on behalf of

Consultant:

(Signature) (Name)

(Designation) (Address) (Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of

[Authority]

(Signature) (Name) (Designation) (Address) (Fax No.)

In the presence of:

- 1.
- 2.



Annex – I

Terms of Reference

(Refer Clause 3.1.2)

(Schedule –I of RFP to be reproduced)

Annex – 2

Deployment of Personnel

(Refer clause 4.2)

(Reproduce form 13 of Appendix –I)

Annex – 3

Estimate of Personnel Costs

(Refer clause 4.2)

(Reproduce as per Form -3 of Appendix – II)

Annex -4

Approved sub Consultant(s)

(refer clause 4.7.1)

(Reproduce as per Form – 14 of Appendix –I)

Annex – 5

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form – 2 of Appendix – II)

Annex-6

Payment Schedule

(Refer Clause 6.3)

No.	Description and Deliverables	Week No.	Payment

Notes:

- The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*
- All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than 4 (four) weeks from the date of receiving a draft report and in case no comments are provided within such 3 (three) weeks. the Consultant shall finalise its report. Provided, however, that the Authority may take upto 3 three weeks in providing its comments on the Draft DPR Report.*
- Draft DPR Report shall be completed in 12weeks excluding the time taken by the Authority in providing its comments on the Draft Report. The Consultant may take 1 (one) week for submitting its Final DPR Report after receipt of comments from the Authority'.*
- Final payment of 5% (five percent) shall be released upon completion of services in their entirety.*

Annex-7**Bank Guarantee for Performance Security***(Refer Clause 7.1.2)*

To

In consideration of ***** acting on behalf of the Board of Trustees of Mormugao Port Trust (hereinafter referred as the "Authority"),] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no dated valued at Rs (Rupees), hereinafter referred to as the "Agreement") Consultancy Services for Preparation of Feasibility Report for the Development of _____ and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs (Rupees).

3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by Virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ Crore) only, The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before _____ (indicate date falling 180 days after the date of this Guarantee)

For _____

Name of Bank

Seal of Bank

Dated _____ day of _____ 2016

(Signature, name and designation of the authorized signatory)

NOTES

(i) The Bank Guarantee should contain the name, designation and code officer(s) signing the Guarantee,

(ii) The address, telephone no. and other details of the Head Office of the Bank as

well as of issuing Branch should be mentioned on the covering letter of issuing Branch

SCHEDULE-3 (See Clause 2.33)

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;
 - (ii) potential Consultant should not have defined the project when earlier working for the Authority;
 - (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 savt: and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no Consultant should be involved in ownll1g 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.

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 to 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.



APPENDICES

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-I

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To, *****

**Sub: Preparation of Detailed Project Report and Detailed Engineering For
Development of Indian Navy and Coast Guard berth at Mormugao, Goa.**

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 Preparation of Feasibility Report for the Development of Vasco Bay. 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.

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.

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. ***** (Rupees *****) 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 claims 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 90(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 & designation
of the Authorised Signatory

APPENDIX-I

Form-2

Particulars of the Applicant

- 1.1 Title of Consultancy:**
Preparation of Detailed Project Report and Detailed Engineering For Development of Indian Navy and Coast Guard berth at Mormugao, Goa.
- 1.2 Title of Project**
Preparation of Detailed Project Report and Detailed Engineering For Development of Indian Navy and Coast Guard berth at Mormugao, Goa.
- 1.3 State whether applying as Sole Firm or Lead Member of a consortium:**
Sole Firm
or
Lead Member of a consortium
- 1.4 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:

1.5 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.

1.6 For the Applicant, (in case of a consortium, for each Member), state the following information:

(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.

(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

(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

(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

(v) Has the Applicant or any of the Members, in case of a consortium. suffered bankruptcy / insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.

1.7 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

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

1.8 Does the Applicant intend to borrow or hire temporarily, personnel from contractors. manufacturers or suppliers for performance of the Consulting

Services?

Yes/No

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 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

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To, *****

Dear Sir,

**Sub: Preparation of Detailed Project Report and Detailed Engineering for
Development of Indian Navy and Coast Guard berth at Mormugao, Goa.**

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*

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 ofas 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 the Consultant for Preparation of Feasibility Report for Development of _____, proposed to be developed by the ***** (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 DAYOF ,20**

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

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 executants(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.1000/- (Rupees One thousand only) 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 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 carried a conforming Appostille certificate.

APPENDIX-I**Form - 5****Financial Capacity of the Applicant****(Refer Clause 2.2.2 (B))**

S.No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor*

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

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 :

Please do not attach any printed Annual Financial Statement.

APPENDIX-I**Form - 6****Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments #
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

Refer Form 9 of Appendix I Experience of Key Personnel

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 organization 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 utilized 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.

APPENDIX-I**Form-8****Abstract of Eligible Assignments of the Applicant**

(Refer Clause 3.1)

Sr. No.	Project	Client	Estimated cost of project (in Rs. Crores / USD)	Payment of professional fees received (in Rs. Crores)

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

Exchange rate should be taken as Rs. [67] per US \$ for conversion to Rupees.

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-I0 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 authorised 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.

Appendix – I

Form -9

Abstract of Eligible Assignments of Key Personnel (Refer Clause 3.1)

Name of key personnel					Designation		
Sr. No	Project	Client	Estimated capital cost of project in Rs.cr. / USD in million	Name of the firm for which key personnel worked	Designation of key personnel on the assignment	Date of completion of assignment	Man days spent

@ 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

APPENDIX – I**FORM -10****Eligible Assignment of Applicant**
(refer clause 3.1.4)

Name of Applicant	
Name of the Project	
Description of services performed	
Name of client and address (Public or private entity)	
Name, telephone and fax of client's representative	
Estimated capital cost of project (Rs. In crores or USD)	
Payment received by the Applicant	
Start date and finish date of the services	
Brief description of the project	

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.
3. Exchange rate should be taken as Rs. [67] per US \$ for conversion to Rupees.

APPENDIX – I
FORM -11
Eligible Assignment of Key Personnel
(refer clause 3.1.4)

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 (incl. designation)	
Name of client and addresses (Public or private entity)	
Name, telephone and fax of client's representative	
Name, telephone and fax of client's representative	
Estimated capital cost of project (Rs. In crores or USD)	
Start date and finish date of the services	
Brief description of the project	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief Signature of key personnel	

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.
 3. Exchange rate should be taken as Rs. [67] per US \$ for conversion to Rupees.
- 4.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key 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

Name of project	Description of responsibilities

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

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

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

(Signature and name of the Key Personnel)

Place

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

Notes:

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 and dated 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.

APPENDIX – I**FORM – 13****DEPLOYMENT OF PERSONNEL**

No	Designation	Name	Man-days		Week number																			
			At project site	Away from project site	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1																								
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
Total Man days																								

APPENDIX – I**FORM – 14****Proposal for Sub-Consultant(S)**

1. Details of the Firm				
Firm's name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Field 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 Telephone No. E-mail				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note :

4. The Proposal for Sub Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix-I.
5. Use Separate form for each Sub-Consultant.

the Applicant

APPENDIX-II
FINANCIAL PROPOSAL

Form-1

Covering Letter (On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Sub: **Preparation of Detailed Project Report and Detailed Engineering for Development of Indian Navy and Coast Guard berth at Mormugao, Goa.**

I / We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

Sr. No.	Services	Amt. in Figures	Amt. in Words
TASK A	Preparation of Detailed Project Report for Development of Indian Navy and Coast Guard Berths by berth construction, reclamation, providing elevated road corridor /connectivity to existing road network, etc works including providing FEED document. Including all overheads etc complete.		
TASK B	Preparation of Detailed Engineering For Development of Detailed Engineering, preparation, detailed estimate, tender drawings, evaluation of bids etc Including all overheads etc complete.		
	Total Fees Rs.		
	Rupees in words		

I/We agree that this offer shall remain valid for a period of **180 days** from the Proposal Due Date or such further period as may be mutually agreed upon.

NOTE:

- The amount quoted for Task A shall not be more than 20 % of total Project consultancy cost.
- The Bid will be assessed on the total amount quoted for Task A and Task B.
- The total expected project duration for Task A and Task B and obtaining approval and grants from Ministry of Defence is 40 Months.
- The Work order for Task A and Task B will be issued separately.
- After end of Task A, the consultant shall give letter of undertaking indicating commitment to undertake Task B work after 24 months of completion of task A work , without any change in the amount quoted for Task B work.
- The Port at its sole discretion shall issue work order for Task B.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX – II*(See Clause 2.1.3)***Form-2****Financial Proposal (breakup)**

Item No.	Description	Amount (Rs.)
A	RESIDENT PERSONNEL AND LOCAL COSTS	
I	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III	Office Rent	
IV	Office Consumables like stationery, communication etc.	
V	Office Furniture and Equipment (Rental)	
VI	Reports and Document Printing	
VII	Surveys & Investigations	
VIII	Miscellaneous Expenses	
	Sub-total Resident Personnel and Local Costs (A):	
B	EXPATRIATE PERSONNEL	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Subtotal Expatriate Personnel (B) :	
	Total of Personnel and Local Costs (A+B):	
C	POST REPORT CONSULTATIONS	
	2 man days each of:	
I		
II		
III		
IV		

V		
VI		
	Subtotal Post Report Consultations (C):	
D	TOTAL OF A+B+C	
E	ADDITIONAL COSTS (not included in evaluation)	
	Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares for each Personnel)	
	International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
	Return journeys from Project Office to Authority's office attend meetings held by the Authority (provide indicative amount for three return fares)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Appendix II, Form -1 shall, be the amount for purposes of evaluation. Additional Costs in Appendix-II, Form 2, Item E, shall not be reckoned for purposes of financial evaluation.
2. Figures in item no. A to C of Form-2 are not mandatory and will not be considered for evaluation.
3. Estimate of Costs for Item A I, A II and B I shall be as per Form-3.
4. Domestic Air Fare in Item G I shall not be payable to the Consultant's Personnel who are normally stationed in Goa.
5. No escalation on any account will be payable on the above amounts.
6. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead and miscellaneous expenses.
7. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Report has been accepted. The cost (remuneration including personal allowances) of each Key Personnel is included in the Financial Proposal. The Authority may require extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the mandatory days, payment shall be computed solely on the basis of relevant man day rates specified in the financial proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
8. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The additional costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actual shall also be reimbursed.

9. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
10. For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man-days spent on the Consultancy.

Appendix - II

Form -3

Estimate of Personnel Costs

ID No.	Position	Name	Manday rate (Rs)	Total Man days	Amount (Rs)
A I. Remuneration for resident professional personnel (incl. all personnel allowances)					
Total					
A II. Remuneration for resident support personnel (incl. all personnel allowances)					
Total					
B1. Remuneration for Expatriate personnel (incl. all personnel allowances)					
Total					