

Request for Qualification (RFQ)

FOR

EMPANELMENT OF LEGAL ADVISORS
(INDIVIDUAL / FIRMS)



Indian Ports Association

1st Floor, South Tower, NBCC Place
B. P Marg, Lodi Road
New Delhi - 110 003
Ph No : 011-24369061/63; Fax No : 011-24365866
Email – tender.ipa@nic.in

April 2017

INR 5,000/-

**LETTER FOR ISSUE OF RFQ FOR THE
“EMPANELMENT OF LEGAL ADVISORS
(INDIVIDUAL / FIRMS)”**

The set of RFQ document is issued to:

Name : _____

Address : _____

The cost of the RFQ document is INR 5,000/- (Indian Five Thousand only)

IPA

Signature of the Officer

Issuing the RFQ Document: _____

Indian Ports Association

IPA/GAD/CoE/RFQ/GR-VI/2017

26/4/2017

NOTICE FOR EMPANELMENT OF LEGAL ADVISORS (INDIVIDUAL / FIRMS)

Indian Ports Association has been assigned by Ministry of Shipping, Government of India with the task of preparation of panel of consultants for different types of consultancy services for use by the Major Ports as and when required. Accordingly, Indian Ports Association invites Requests for Qualification (RFQ) for empanelment as consultants to resolve all possible legal related matters impacting Ports namely on Industrial Relations / Labour, Commercial, Environment and Civil related matters such as below

LEGAL SUPPORT TO ALL MAJOR PORTS IN INDIA

Empanelment is sought for Legal Firms / Individuals in the following four categories

Category 1: Labour / Industrial Relations law

Category 2: Commercial law covering Corporate, Taxation and Contract related law

Category 3: Environmental laws specifically related to Port development

Category 4: Civil laws

The panel will be valid for a period of 3 years.

The panel may be used by Major Ports for inviting bids as and when required for their projects/works. The detailed terms and conditions including evaluation criteria and application fee are available in the web site www.ipa.nic.in.

The schedule for receipt of the application is as follows:

Event/ Description	Time/Date
1. Last date/time for receiving queries/clarifications	1100 hrs. on 04/05/2017
2. Pre-Bid Conference	1430 hrs. on 04/05/2017
3. Bid Submission Date	1500 hrs. on 19/05/2017
4. Bid Opening date	1530 hrs. on 19/05/2017
5. Validity of Bid	180 days from the date of opening of bid.

Reputed and interested individual legal advisors /Legal Firms/ may download the RFQ from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhasham Pitamah Marg, Lodi Road, New Delhi – 110 003.

In case, if RFQ is downloaded from website, the requisite document fee of Rs. 5,000/- in form of Demand Draft, In favor of Indian Ports Association shall be submitted along with bid. However, the applicants, who have submitted application fee, either prior to pre-bid or on the date of pre-bid meeting will only be allowed to participate in the pre-bid meeting.

Note:

Applicant is required to submit separate bid for each category for which he intends to empanel. For avoidance of any doubt, if applicant wants to apply for Categories 1, 2 and 3, then he has to submit three applications. The bidder needs to submit only one EMD irrespective of the number of categories. Bid document fee against each category should be submitted separately.

Indian Ports Association

EMPANELMENT OF LEGAL ADVISORS (INDIVIDUAL/ FIRMS)

1. Introduction

India's ports comprise of 12 major ports and around 200 non-major ports along the coast and islands. The Major Ports except one i.e. KamarajarPort (Ennore) are managed by the respective Port Trust Boards and the KamarajarPort is in the form of Public Limited Company. All the Major Ports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Ports during 2014-15 was 1052.00 million tonnes and the major ports account for around 55% of total sea-borne trade. The Government of India has formulated "National Maritime Agenda 2010-20" in which, a number of development projects has also been identified under five projects heads viz. deepening of channels, construction and re-construction of berths, procurement / modernization of equipments, hinterland connectivity and various other developmental works to be taken up, in order to meet the projected traffic and estimated capacity. The expected investment for the Major Ports from 2010-2020 is 127942.35 crores.

The detail of the expected investment under the National Maritime agenda is as under:

Sl. No	PROJECT HEAD	No. of Projects	Project Cost (Rs. In Crore)
1.	Port Development	36	70,178.19
2.	Port Modernization	32	9,982.80
3.	Port Led Development	33	1,50,657.80
4	Shipbuilding, Ship Repair and Ship Breaking	13	9,560.24
5.	Maritime Education, Training and Skill Development	4	1,191.50
6.	Inland Water Transportation and Coastal Shipping	27	7,414.14
7.	Investment Opportunities in Maritime States	46	37,754.00

8.	Cruise Shipping and Light House Tourism	9	3,202.48
9.	Hinterland Connectivity and Multimodal Logistics	36	1,13,376.00
10.	Green Port Initiatives	4	419.00
	TOTAL	240	4,03,736.20

Around 240 projects in the maritime sector for investment have been short listed. List of these projects are listed at **Annexure-I**. To execute these projects, Ports would require the services of the consultants to assist the Ports in various activities like preparation of Feasibility / Project reports, tariff proposals, appointment of Legal Advisors & independent engineers, preparation of EMP reports, and project monitoring etc. To this endeavor, Indian Ports Association on the direction of Ministry of Shipping has been mandated to prepare a panel of consultants for the various types of consultancy services, which may help the Port Trust in speedy selection/ appointment of consultants as and when required.

The panel of consultants will be prepared through assessment of technical and financial capacity for various disciplines of consultancy services that may be required by the Ports with reference to the estimated cost of the projects. The panel so prepared will be valid for three years from the date of engagement. However, the application for addition to the empanelled list it will be done based on fresh RFQs published in leading newspapers / website of IPL for Legal Advisors once in every six month. In case of deletion from list the same would be owing to unsatisfactory performance as per contract with individual empanelled Legal Advisors.

2. Objective

The objective of this RFQ is to prepare a panel of consultants for use by the major ports for the identified consultancy services. The individual Major Port seeking Consultancy on their port activity shall then invite competitive price offers from the panel of Legal Advisors so prepared for the respective activities and at that time shall also prescribe Terms of Reference and Terms of Payment.

3. Broad Role of Consultants

Legal Advisors / Legal Firms are normally required for specific legal opinion / representation sought by Major Ports. Ports may also seek the services of Legal Advisors / Legal Firms for settlement of litigation in various ports. The range of skills required by such Legal Advisors / Legal Firms as knowledge of civil, commercial, environmental and corporate laws followed within the Indian jurisdiction. Bidders must also possess arbitration experience to settle disputes with third parties. For Legal Firms knowledge and practice of International laws and arbitration would be useful. Legal advisors and Firm will act as the first case of interface for Major Ports in India for all legal matters that they require assistance / opinion / representation as well as litigation matters.

4 Entering into Agreement

On selection of the Legal Advisor/Firm, the concerned Major Port Trust will enter into agreement in the form prescribed by them. The format of agreement will be enclosed by the Port Trust while seeking financial offers.

The invitation of the applications for enrolment as Consultant for various Port activities above mentioned will have a stage of pre-bid conference before submission of final application for evaluation. The Pre-Bid conference will be held on 04/05/2017 at IPA, New Delhi.

The applicants, who have submitted application fee will only be allowed to participate in the pre-bid meeting. All the queries must be submitted upto one day before the pre-bid meeting. No fresh queries will be allowed thereafter. The clarifications will be issued as early as possible so as to leave at least 10 days time for submitting the bid.

5. Categories of Empanelment

Category 1: Labour / Industrial Relations law

Category 2: Commercial law covering Corporate, Taxation and Contract related law

Category 3: Environmental laws specifically related to Port development

Category 4: Civil laws

6 Qualification Criteria for Empanelment of Individual Legal Advisor / Legal Firm

Stage-I

The Tenderer shall meet the following qualifying criteria average annual turnover during the last 3 financial years ending with 31st March 2013-14, 2014-15 and 2015-16 should be at least (refer table below)

Legal Advisor	Legal Firm
Rs 50 lakhs	Rs 5 crore

The Tenderer must provide their Net Worth certificates from their Statutory Auditors during the last 3 financial years ending with 31st March 2013-14, 2014-15 and 2015-16, which should be positive.

Experience of having continuous Legal Practice experience for at least 15 years for Individual Legal Advisor / Legal Firm is a prerequisite

Stage-II (Short listing/Scoring criteria for empanelment of Legal Advisors).

6.1 Experience: Individual/Legal Firms (Total: 60 points)			
6.1.1	For all categories	<p>The applicant should provide details of successful legal assignments in the last 05 years to demonstrate experience in providing the consultancy service, in the relevant category</p> <p>For each assignment, the applicant should provide Completion certificate from the client detailing therein - the description for the nature of legal aid provided, the client's confirmation for the satisfactory completion of work, total fees paid against the assignment, date of start and completion of work. Only after receiving the client's completion certificate along with all abovementioned details would the bid be considered for evaluation</p>	Demonstration of appropriate experience upto 60 points as per criteria given Appendix-I
<p>Response : The applicant should submit clients completion certificate for each assignment to support their claim along with firm's experience and team experience separately not more than 2 pages for specific assignments by the authorized person of the firm.</p>			
6.2 For Legal Firms : Revenue of the Firm over three years(Total: 40 points)			
<p>Response: The Firm to provide a list of all Partners with qualifications along with Revenue earned by the Firm over the last 3 financial years ending with 31st March 2013-14, 2014-15 and 2015-16</p>			
Evaluation Points			
<p>Avg. Revenue of the Firm over 3 financial years (refer above) > Rs 30 cr = 40 points Avg. Revenue of the Firm over 3 financial years (refer above) > Rs 20 cr < 30 cr = 30 points Avg. Revenue of the Firm over 3 financial years (refer above) > Rs 10 cr < Rs 20 cr = 20 points Avg. Revenue of the Firm over 3 financial years (refer above) > Rs 5 cr < Rs 10 = 10 points</p>			
6.3 For Individuals : Revenue over three years (Total: 40 points)			
<p>Response: The Individual Lawyer requires to provide Revenue earned over the last 3 financial years ending with 31st March 2013-14, 2014-15 and 2015-16</p>			
<p>Avg. Revenue over the last 3 financial years (refer above) > Rs 2 cr = 40 points Avg. Revenue over the last 3 financial years (refer above) > Rs 1 cr < 2 cr = 30 points</p>			

Avg. Revenue over the last 3 financial years (refer above) > Rs 1 cr < Rs 0.75 cr = 20 points
Avg. Revenue over the last 3 financial years (refer above) >Rs 0.5 cr < Rs 0.75 cr = 10points

7 General Conditions

- 7.1 The applicant will be required to submit their financial offer strictly on the basis of terms of reference provided by individual port without attaching any counter conditions and certificate to this effect has to be furnished.
- 7.2 The empanelment of consultants will be valid for three years or extended period as may be arrived at mutual consent from the date of original empanelment or any date stated in the empanelment letter.
- 7.3 The applicant has to submit along with the bid document Rs. 5,000/- as non-refundable application fee. This document fee shall be remitted by way of DD/ Banker's cheque drawn in favour of Indian Ports Association, New Delhi. However, the applicants, who have submitted application fee, either prior to pre-bid or on the date of pre-bid meeting will only be allowed to participate in the pre-bid meeting.
- 7.4 The empanelment made by IPA is intended to be used by all Major Ports.
- 7.5 In case of any dispute arising out of the empanelment, the decision of the IPA will be final.
- 7.6 For applicants who are subsidiaries of foreign companies (Equity of Foreign entity more than 50%) and if their turnover are claimed, the IPA/Major Port shall insist a letter from the Parent Company to make their services available to Indian Company as required and demanded by IPA/Major Port without any extrafinancial liabilities.
- 7.7 The applicant must be a well-established legal consultant for more than 15 years having experience, in any one or combination of areas on legal matters covering (a) Labour / Industrial Relations law (b) Commercial law covering Corporate, Taxation and Contract related law (c) Environmental laws specifically related to Port development and (d) Civil laws
- 7.8 The applicant should have regular set up of a team of Lawyers having sufficient experience.
- 7.9 Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:

- (i) Made untrue or false representation in the form, statements required in the application document.
 - (ii) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - (iii) Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria etc.
- 7.10 It may be noted that after empanelment, Major Ports / IPA shall have sole right and discretion to allot the work to consultant(s) commensurate to their capabilities and capacities. No complaint /representation/ grievance shall be entertained by Major Ports / IPA in this regard
- 7.11 For the purpose of empanelment, applications received will be evaluated based on the details furnished and minimum criteria specified by the IPA para-5 above.
- 7.12 Applicant has to furnish following undertaking along with bid.

“I/we certify that in the last three years, I / we any of the consortium members have neither failed to perform on **any contract**, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, 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”.

8 EARNEST MONEY DEPOSIT

No tender will be considered which is not accompanied by a sum of Rs.1, 00,000/- (Rs. One lakh only) as Earnest Money Deposit. In the event of the bidder withdrawing the tender before the expiry of 180 (one hundred and eighty) days from the date of opening of the tender, the tender shall be cancelled and the earnest money deposit therewith forfeited by the IPA.

The Earnest Money shall be paid in the form of Demand Draft (DD) issue by a Nationalized Bank / Scheduled Bank drawn on New Delhi Branch of the Bank in favor of the Indian Ports Association, New Delhi. The EMD must be forwarded in separate cover (cover I) along with Tender. In case, it is not forwarded as stated above, the tender will be liable to be rejected. No cash remittance along with the tender will be accepted. The amount of earnest money will be refunded to disqualified Tenderers/non Short listed tenderers as

soon as possible by IPA. No interest will be allowed on the earnest money from the date of receipt until it is refunded. EMD of successful bidders/Empanelled bidders will be retained for entire period of empanelment i.e. 3 years or such extended period by IPA.

9 Right to accept or reject any or all proposals

- 9.1 Notwithstanding anything contained in this document, the IPA 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.
- 9.2 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 such disqualification/ rejections 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.

10 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 document. 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 authenticated 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.

11 Evaluation processes

The applications will be scrutinized as per the criteria given in the RFQ documents and a list of empanelled consultants will be prepared and communicated to all the Major

Ports. The Major Ports as and when required will obtain financial offers (RFP) along with key personnel required specifically for the project from the Consultants who are empanelled and evaluated as below:

Key personnel	- 70 points
Financial Bid	- 30 points

12 Correspondence with Applicant

Given and except as provided in EOI/RFQ, the IPA shall not entertain any correspondence with any applicant in relation to be acceptance or rejection of any application.

IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- (a) Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms & conditions relating there-to.
- (b) Consult with any applicant in order to receive clarification or further information.
- (c) Empanel or not to empanel any applicant and/or to consult with any applicant in order to receive clarification or further information.
- (d) Retain any information and / or evidence submitted to the IPA by, on behalf of, and/or in relation to any applicant and/or.
- (e) 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.

13 Fraud and corrupt practices

- 13.1 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 document, 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 this document, including consideration and evaluation of such Applicant's Proposal.

- 13.2 Without prejudice to the rights of the Authority herein above 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 three 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.
- 13.3 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 therefrom, 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.

14. Conflict of Interest

- 14.1 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.
- 14.2 It is necessary that the Legal Advisor provides professional, objective, and impartial advice and at all times hold the interests of the Port Trust as paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Legal Advisor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Port Trust.
- 14.3 Addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 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 share holding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent 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% (five per cent) 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, indirect shareholding held through one or more intermediate persons shall be computed as follows:

14.3 (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

14.3 (bb) subject always to sub-clause (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 per cent) of the subscribed and paid up equity share holding of such intermediary; (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 other's' 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-Legal Advisor) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

The duties of the Legal Advisor will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Legal Advisor 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 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 contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply In cases where the direct or indirect share holding or ownership interest of an Applicant, its Member or Associate (or any shareholder hereof having a share holding of more than 5% (five per cent) 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 contractor(s) or sub-contractor'(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to 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.

- 14.4 For purposes of this bid, 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 per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 14.5 An applicant eventually appointed to provide consultancy by any port trust or any specific project and its associate, 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 the original assignment or to consulting assignments granted by banks/ lenders at any time; p rovided further that this 'restriction shall not apply to consultancy/ advisory services performed for the Port Trust in continuation of a specific Consultancy or to any subsequent consultancy/ advisory services performed for the Port Trust in accordance with the rules of the Port Trust. For the avoidance of doubt, an entity affiliated with the Legal Advisor shall include a partner in the Legal Advisor's firm or a person who holds more than 5%

(five percent) of the subscribed and paid up share capital of the Legal Advisor, as the case may be, and any Associate thereof.

Guidance Note at Schedule

SCHEDULE
(See Clause 14.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 14.3 of the RFQ and shall be read together therewith in dealing with specific cases.
2. Legal Advisors should be deemed to be in a conflict of interest situation 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 Legal Advisors should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Major Ports/IPA and a Legal Advisor or between Legal Advisors and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Major Ports/IPA and Legal Advisors:
 - (i) Potential Legal Advisor should not be privy to information from Major Ports/ IPA which is not available to others; or
 - (ii) Potential Legal Advisor should not have defined the project when earlier working for the Major Ports/IPA
 - (b) Legal Advisors and concessionaires/ contractors:
 - (i) No Legal Advisor should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) No Legal Advisor should be involved in owing or operating entities resulting from the project; or
 - (iii) No Legal Advisor should bid for works arising from the project.

RFQ FOR SELECTION OF LEGAL ADVISORS

The participation of companies that may be involved as investors or consumers and officials of the Major Ports/IPA 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 Legal Advisors. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Major Ports/IPA. All conflicts must be declared as and when the Legal Advisors become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Legal Advisor’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 the Legal Advisor coupled with provision of safeguard to the satisfaction of the Major Ports/IPA.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Legal Advisors 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 Legal Advisors advocate either an unnecessary boarding of the terms of reference or make recommendations which are not in the best interest of the Major Ports/IPA but which will generate further work for the Legal Advisors. 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 Legal Advisors to extend the

length of their assignment.

8. Every project contains potential conflicts of interest. Legal Advisors should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Major Ports/IPA at the earliest. Officials of the Major Ports/IPA 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.

	For Firms - Experience Criteria as per Para 6.1 for Categories 1,2 3 and 4	POINTS
	<p>The basis of evaluation would be the submission of quantity and quality of successful legal cases - giving equal weightage to both quantity and quality</p> <p>The maximum points will be given to the bidder providing the highest number of successful projects in each category and the other bidders' points would be equalized accordingly</p>	60 points

	For Individuals - Experience Criteria as per Para 6.1 for Categories 1,2 3 and 4	POINTS
	<p>The basis of evaluation would be the submission of quantity and quality of successful legal cases - giving equal weightage to both quantity and quality</p> <p>The maximum points will be given to the bidder providing the highest number of successful projects in each category and the other bidders' points would be equalized accordingly</p>	60 points

Annexure – I

Projects in Port Development

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Development of Cochin Outer Harbour	4,944.00	CoPT
2	Setting up of a container terminal (2.19 million TEUs) at Tuna Terka, KandlaPort	2,250.00	KPT
3	Development of 14 th multipurpose berth on BOT basis, KandlaPort	238.52	KPT
4	Development of 16 th multipurpose berth on BOT basis, KandlaPort	238.52	KPT
5	Development of Multi-Purpose Cargo Berth at Tuna Terka on BOT basis, Stage-II, KandlaPort	1,250.00	KPT
6	Development of JD East berths for handling bulk cargoes at ChennaiPort	360.00	ChPT
7	Development of BD II as Coal Terminal at ChennaiPort	180.00	ChPT
8	Setting up of Single Point Mooring Terminal at ChennaiPort	1200.00	ChPT
9	Development of Multi-User Liquid Terminal II (3 MMTPA) for handling POL products	576.00	KPL
10	Development of Liquid cargo berth and one coastal berth at VascoBay	300.00	MgPT
11	Development of two beths in Vasco bay with connecting flyover for Navy/Coast Guard	500.00	MgPT
12	Development of Outer Harbour at ParadipPort	4,250.00	PPT
13	Development of LNG Terminal/FSRU at New MangalorePort	3,000.00	NMPT
14	Development of OuterHarbour (82.50 MMTPA capacity addition) at V.O.ChidambaranarPort (Phase I)	11,725.00	VoCPT
15	Development of GreenFieldPort at	6,575.15	VoCPT

	Colachel (Enayam) in the State of Tamil Nadu		
16	Development of Additional Container Berths in InnerHarbour or V.O.ChadambaranarPort	1,200.00	VoCPT
17	Creation of 2 nd Transloading arrangement within KoPT limits and at Konica Sands (Paradip Limit)	300.00	KoPT(Haldia)
18	Improving the capacity utilization of OR1 & OR2 and Fertilizer Berth at VisakhapatnamPort	270.00	VPT
19	Development of Multipurpose Berth Outside the DockBasin at Kolkata	200.00	KoPT(Haldia)
20	Setting up of a fully mechanised cargo handling jetty with backup facility (cargo terminal-I) at Haldia Dock-II, Shalukkhali	450.00	KoPT(Haldia)
21	Setting up of a Multipurpose dry cargo handling jetty with backup facility (cargo terminal-II) at Haldia Dock-II, Shalukkhali	400.00	KoPT(Haldia)
22	Setting up of a fully mechanised cargo handling jetty with backup facility (cargo terminal-III) at Haldia Dock-II, Shalukkhali	450.00	KoPT(Haldia)
23	Development of New MajorPort at SagarIsland, West Bengal	1,464.00	KoPT(Kolkata)
24	Development of LPG import terminal in Gujarat	500.00	MoP&NG
25	Development of LNG import terminal in Kakinada in Andhra Pradesh	3,000.00	MoP&NG
26	Development of LPG import terminal in Eastern Ports	800.000	MOP&NG
27	Multipurpose Terminals in Uran Mudflats at JNPT	1,000.00	JNPT
28	Development of 5 th Cargo Terminal at JNPT	5,500.00	JNPT

29	Terminal in Nhava Creek at JNPT	600.00	JNPT
30	Construction and commissioning of additional Liquid Bulk Berth for handling POL at Visakhapatnam Port Trust	100.00	VPT
31	Setting up of Edible Oil Terminal at CochinPort	10.00	CoPT
32	Development of an Oil Jetty outside DockBasin at Haldia	100.00	KoPT(Haldia)
33	Finger Jetty at VascoBay for Liquid Cargo, Passenger and Fishing at Mormugao port	80.00	MgPT
34	Development of Container yard & cargo handling at Mc-ThersonIsland near PhongiBalu	2,000.00	ALHW
35	Development of Satellite port for JNPT at Vadhavan (Dahanu, Taluka, Palghar District)	9,167.00	JNPT/MMB
36	Development of Satellite port at Bellekeri (North Kanara)	5,000.00	NMPT/Govt. of Karnataka
	Total	70,178.19	

Projects in Port Modernisation

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Mechanisation of berth CJ6 for import of fertilizers, KandlaPort	200.00	KPT
2	Mechanisation of barge jetties in Bunder basin to support coal lighterage operations, KandlaPort	100.00	KPT
3	Deepening and widening of Mumbai Harbour Channel and JN Port Channel (Phase-II)	2,029.00	JNPT
4	Development of Integrated Common Rail Yard at JNPT for containers	200.00	JNPT
5	Development of North Anchorage at JNPT	50.00	JNPT
6	Augmentation of Fixed Fire Fighting System at Oil Dock as per OISD 156 norms	66.00	ChPT
7	Capital Dredging Phase-V at Kamarajar Port Limited	300.00	KPL
8	Deepening of approach channel to second /First Chemical Berth at MumbaiPort	150.00	MbPT
9	Mechanisation of CQ1 to CQ2 berths at ParadipPort	1,103.42	PPT
10	Modification and improvement to existing IronOre handling plant at ParadipPort	175.00	PPT
11	Expansion of the Mechanised Coal Handling Plant (MCHP) stack yard for additional coal storage	150.00	PPT
12	Mechanisation of Berth No. 8 for handling container and other clean cargoes.	200.00	NMPT
13	Dredging in front of North Cargo Berth-III, North Cargo Berth-IV, 5 Nos of SDB berths and SEPC berth at V.O.ChidambaranarPort	1,150.58	VoCPT
14	Installation of Marine Unloading Arms for handling LPG at 1 st , 2 nd and 3 rd oil jetty of	150.00	KoPT(Haldia)

	Haldia Dock Complex		
15	Mechanisation of berth 3 at KolkataPort	150.00	KoPT(Haldia)
16	Utilisation of full capacity at North Cargo Berth 1 at V.O.ChidambaranarPort	760.00	VoCPT
17	Dredging of – 5 km common channel of Magdalla and Sewagram in Gujarat to facilitate coastal movement of cement	30.00	SDC/GMB
18	Re-arrangement of yard for improving the efficiency of Port's Container Terminals and allow for inter terminal movement at JNPT	200.00	JNPT
19	Additional coal stack yard for VGCB to increase the terminal capacity at VisakhapatnamPort	150.00	VPT
20	Conversion of OCT to handle Steel Cargo and Cars at MumbaiPort	100.00	MbPT
21	Mechanised food grain handling facility at CochinPort	120.00	CoPT
22	Mechanised fertilizer handling facility at CochinPort	155.00	CoPT
23	Mechanised fertilizer handling facility at NewMangalorePort	155.00	NMPT
24	Mechanised food grain handling facility at NewMangalorePort	120.00	NMPT
25	Up gradation of Coal jetty II (CJ-II) at VOCPort, Tuticorin	250.00	VoCPT
26	Circulation plan for ease of movement of break bulk cargo at MormugaoPort	50.00	MgPT
27	Establishment of Vessel Traffic Management Service (VTMS) at Karwar	11.63	DGLL
28	Extension and raising of Breakwater by 300 meter at CampbellBay in Great Nicobar	600.00	ALHW
29	Extension of Mus Island Breakwater with additional Wharf along with shore	600.00	ALHW

30	Augmentation of Kandla LPG import terminal	300.00	IOCL&KPT
31	Mechanisation of berth CJ2 for export of food grains at Kandla	155.00	KPT
32	Modernisation of Sassoon Dock fishing harbour in MumbaiPort	52.17	MbPT/MoAFW
	Total	9,982.80	

Projects in Port Led Development

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Development of Free Trade Warehousing Zone (FTWZ) near CochinPort	600.00	CoPT
2	Development of CochinSmartPortCity	3,000.00	CoPT
3	Development of Port based Special Economic Zone (Phase-I) at JNPT	468.82	JNPT
4	Development of Free Trade Warehousing Zone on DBOFT basis at KPL	889.00	KPL
5	Power complex in Andhra Pradesh	7,000.00	SDC/MoP
6	Power complex in Maharashtra	7,000.00	SDC/MoP
7	Power complex in Tamil Nadu	7,000.00	SDC/MoP
8	Development of an integrated export based leather and footwear cluster in Kolkata/Bantala	1,800.00	SDC/MIC & DIPP
9	Development of an integrated export based leather and footwear cluster in Perambur	1,800.00	SDC/MIC & DIPP
10	Development of an integrated export based leather and footwear cluster in Muzaffarpur	1,800.00	SDC/MIC & DIPP
11	Export based electronics cluster in Northern Maharashtra	3,500.00	SDC/MoCIT
12	Export based electronics cluster in Northern Tamil Nadu/Andhra Pradesh	3,500.00	SDC/MoCIT
13	Export based apparel cluster in Vidarbha	3,500.00	SDC/MoT
14	Export based apparel cluster in Central Andhra Pradesh	3,500.00	SDC/MoT
15	Export based apparel cluster in Saurashtra	3,500.00	SDC/MoT
16	Development of marble based furniture cluster in Kutch	2,300.00	SDC/MCI & DIPP

17	Development of wooden furniture cluster in Kerala	2,300.00	SDC/MCI & DIPP
18	Development of bamboo based furniture hub in Assam	2,300.00	SDC/MCI & DIPP
19	Development of Cement cluster in Gujarat	700.00	SDC/MCI & DIPP
20	Development of Cement cluster in Central Andhra Pradesh	700.00	SDC/MCI & DIPP
21	Development of Steel Cluster in Southern Maharashtra/ Goa	10,500.00	SDC/ Ministry of Steel
22	Development of Steel Cluster at Ennore	10,500.00	SDC/ Ministry of Steel
23	Development of Automotive cluster at Sanand	4,600.00	SDC/MCI
24	Development of Port-based Mega food processing park in Southern Maharashtra	2,350.00	SDC/MoFPI
25	Development of Port-based Mega food processing park in Kakinada	2,350.00	SDC/MoFPI
26	Petrochemical cluster at Ennore	5,000.00	SDC/MoP&NG
27	Petrochemical cluster at Gujarat	5,000.00	SDC/MoP&NG
28	Petrochemical cluster at Kakinada	5,000.00	SDC/MoP&NG
29	Petrochemical cluster at Mangalore	5,000.00	SDC/MoP&NG
30	Development of Greenfield refinery at Tamil Nadu	25,000.00	SDC/MoP&NG
31	Development of Greenfield refinery at Maharashtra	20,000.00	SDC/MoP&NG
32	Development of SmartIndustrialPortCity (SPIC) at Paradip	To be assessed	PPT
33	Development of SmartIndustrialPortCity (SPIC) at Kandla-Gandhidham-Adipur Complex	To be assessed	KPT
	Total	1,50,657.00	

Shipbuilding, Ship Repair and Ship Breaking

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Supplying, operating and maintaining 2 Nos. of 50 T Bollard Pull Tug on hiring basis	175.00	NMPT
2	Construction of Floating Dry Docking facility on DBOFT basis through PPP mode at V.O.C.Port	200.00	VoCPT
3	Modernisation of Ship Repairing facilities at Kolkata Dock System	100.00	KoPT(Kolkata)
4	Development of Marine cluster at Ennore	4,100.00	SDC
5	Building Barge Jetties to Support the Anchorage operations at Haldia	120.00	KoPT
6	Dry Docking facilities at MumbaiPort	50.00	MbPT
7	New Dry Dock facility at Cochin Shipyard Ltd., Kochi	1,500.00	CSL
8	International Ship Repair Facility (ISRF) project at Cochin Port Trust premises, Kochi	970.00	CSL
9	Providing Ship Repair facility (Ship-lift/slipway) capable of handling 5000 DWT vessels, at PortBlairPort	500.00	PMB
10	Extension of Dry Dock-II at Marine Dockyard in Port Blair	96.24	ALHW
11	Development of New Dry Dock-II at Bambooflat (for Mainland Vessels)	455.00	ALHW
12	Acquisition of 2 nos. Suezmax tankers	844.00	SCI
13	Procurement of 8000 Cu.M hopper capacity Trailer Suction Hopper Dredger	450.00	DCI
Total		9,560.24	

Maritime Education, Training and Skill Development

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Development of Gujarat Maritime University	858.50	GMB
2	Setting up Logistics and Maritime University at Kakinada, Andhra Pradesh	300.00	Govt. of AP
3	Procurement of VTS Simulator for Training Centre at Kolkata	3.00	DGLL
4	Capacity building of workers involved in ship recycling activities at Alang, Gujarat	30.00	GMB
	Total	183.34	

Inland Water Transportation and Coastal Shipping

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Development of IWT Terminal at ParadipPort	300.00	PPT
2	Setting up of Outer Riverine Terminal (OT-1) at KolkataPort	413.28	KoPT(Haldia)
3	Setting up of Outer Riverine Terminal (OT-2) at KolkataPort (Haldia Dock)	190.00	KoPT(Haldia)
4	Construction of IWT jetties in lieu of existing Inland Vessel Wharves/jetties of KoPT on River Hoogly near Kolkata	120.00	KoPT(Haldia)
5	Capacity Augmentation of Navigational Infrastructure of National Waterway-I	400.00	KoPT(Haldia)
6	Dedicated coastal berth for food grain imports at V O Chidambaranar Port in Tuticorin	80.00	VoCPT
7	Development of Coastal Berth for Liquid cargo at JNPT	20.00	JNPT
8	Development of coastal food export berth for rice in KakinadaAnchoragePort	150.00	FCI
9	Movement of 3 MMTPA import coal from Bay of Bengal to NTPC Barh, Bihar for a period of 10 years	1,100.00	IWAI
10	Development of GR Jetty and BISN jetty through PPP mode in Kolkata on National Waterway-1	102.00	IWAI
11	Development of Ro-Ro Terminal on Brahmaputra (NW-2) for providing Ro-Ro Services	82.26	IWAI
12	Construction of new navigation lock gate at Farakka	344.35	IWAI
13	Assured Depth Contract between Bhagalpur-Farakka Stretch	203.00	IWAI
14	Construction of Multimodal Terminal at	200.00	IWAI

	Ghazipur		
15	Construction of Multimodal Terminal at Haldia	465.00	IWAI
16	Construction of Multimodal Terminal at Patna	200.00	IWAI
17	Construction of Multimodal Terminal at Tribeni/Kalyani	200.00	IWAI
18	Consultancy for Supporting Services for Design of Inland Vessels for Capacity Augmentation of National Waterway-1	4.25	IWAI
19	Fairway Development of KrishnaRiver in NW-4	80.00	IWAI
20	Development of IWAI for transportation of cargo on GhageaRiver	410.00	IWAI
21	Development of IWAI for transportation of cargo on GandakRiver	510.00	IWAI
22	Development of IWAI for transportation of cargo on KosiRiver	275.00	IWAI
23	Development of Indo Bangladesh Protocol route for day night navigation on the SunderbansRiver	25.00	IWAI
24	Development of IWT for transportation of cargo on Mandovi, Zuari and CumberjuaRiver	377.00	IWAI
25	Development of IWT for transportation of cargo on BarakRiver	120.00	IWAI
26	Development of Multimodal Inland Water Transport terminal at Sahibganj in Jharkhand	534.00	IWAI
27	Ro-Pax Ferry Services between Gogha and Dahej in Gulf of Cambay	509.00	GMB
	Total	7,414.14	

Investment Opportunities in Maritime States

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Providing alternative Road from Bhavnagar to Sosiya-Alang Ship Recycling Yard	90.00	GMB
2	AzhikkalPort - Proposed NH - Bypass and widening of 2 km	61.00	Govt of Kerala
3	Upgrading of Manginapudi Beach Road to a 4 lane road	60.00	Govt. of AP
4	Upgrading 24 Km road to four lane that connects NelloreCity (NH-16) to KrishnapatnamPort in Andhra Pradesh	350.00	Govt. of AP
5	Development of Four lane green field road from MachilipatnamSouthPort to NH-9 in Andhra Pradesh	458.00	Govt. of AP
6	Development of Four Lane green field road from MachilipatnamNorthPort to NH-SH-46 in Andhra Pradesh	232.00	Govt. of AP
7	Development of 7.2Km green field road connecting NH 65 to MachilipatnamPort in Andhra Pradesh	175.00	Govt. of AP
8	Development of Four lane of Kakinada Anchorage Port Uppada beach road connection upto NH-16 in East Godavari District of Andhra Pradesh	980.00	Govt. of AP
9	Formation of New By-pass parallel Road west of NFCL and CFL in Kakinada Andhra Pradesh	70.00	Govt. of AP
10	Upgrading existing R&B road from Chilakuru to Power plants near KrishnapatnamPort in Andhra Pradesh	300.00	Govt. of AP
11	Construction of two Nos. of four lane ROBs at (i) Dummulapeta and (ii) OldPort area in Kakinada, Andhra Pradesh	80.00	Govt. of AP
12	Development of 5Km long Green field Road connecting South and North	90.00	Govt. of AP

	industrial cluster of Khandaleru creek Near Krishnapatnam Port Andhra Pradesh		
13	Augmentation of road connectivity to Cuddalore	603.00	TNMB
14	Development of FisheriesHarbour at Kulai, Mangalore, Karnataka	230.00	Govt. of Karnataka
15	Doubling of the existing rail link connecting DhamraPort to Bhadrak on Chennai- Howrah main line	1,500.00	DhanraPort
16	Connectivity to NH - 17 - Upgrading of SH 92, 96, 97 to connect NH17 to North and South banks of DighiPort	600.00	DighiPort
17	Up gradation of SH 164 (Nivli to Jaigad) to connect JaigadPort to NH 17 at Nivali (PE69)	333.00	JSW Jaigarh Port Ltd
18	Four Lane green field road to KrishnapatnamPort from Naidupeta in Andhra Pradesh	670.00	Govt. of AP
19	Development of four lane bypass road for existing GangavaramPort connectivity road in Visakhapatnam District in Andhra Pradesh	80.00	Govt. of AP
20	Upgradation of existing B.T. Roads and backup area in to C.C. Pavement in the AnchoragePort area of KakinadaPort in Andhra Pradesh	31.00	Govt. of AP
21	Upgrading of the existing four lane road connecting to NH16 to GangavaramPort in to six lane road in Andhra Pradesh	50.00	Govt. of AP
22	Development of FishingHarbour in Juvvaladinne for Coastal Community in SPSR Nellore District in Andhra Pradesh	100.00	Govt. of AP
23	Four lane road connectivity for the existing two lane road from KakinadaPort to NH16 at Rajanagaram in East Godavari District, Andhra Pradesh	600.00	Govt. of AP
24	Four lane road connectivity for the existing two lane road from Achampeta	500.00	Govt. of AP

	Junction to joining NH 16 at Kathipudi in East Godavari District Andhra Pradesh		
25	Development of River Chapora for eco-friendly tourism activities and inland water transport	100.00	Govt. of Goa
26	2nd stage development of KarwarPort in Uttara Kannada District	2,500.00	Govt. of Karnataka
27	Development of Green Field, DeepDraftModernPort at Tadri in Uttara Kannada District	3,000.00	Govt. of Karnataka
28	Planning, Designing and Development of a CaptivePort at Pavinakurve in HonnavarTaluka of Uttara Kannada District	1,000.00	Govt. of Karnataka
29	Development of HonavarPort in Honnavartaluka of Uttara Kannada District	511.00	Govt. of Karnataka
30	Providing Infrastructure to Facilitate Ro-Ro Pax Services and construction of Break Water at Mandwa, Tal. Alibag, Maharashtra	130.00	MMB
31	Development of ChettinadTharangambadi Captive port in Nagapattinam district	1,000.00	TNMB
32	Development of port – based Special Investment Region (SIR) at Navlakhi	To be decided	GMB
33	Development of coastal jetty by GMB at Navlakhi and Porbandar	300.00	GMB
34	Development of Maritime Cluster in Gujarat	373.00	GMB
35	Development of NargolPort in Gujarat	4,000.00	GMB
36	Development of DahejPort in Gujarat	2,501.80	GMB
37	BahabalpurPort at Bahabalpur in Balasore District, Odisha	4,576.00	Govt. of Odisha
38	BahudaPort at Bahuda in Ganjam District, Odisha	3,454.00	Govt. of Odisha
39	Development of Infrastructure facilities	98.20	TNMB

	at Cuddalore Non Major Port.		
40	Development of Infrastructure facilities at KanniyakumariPort	20.00	TNMB
41	Construction of Bridge from Rajachak to Nandigram over HaldiRiver in Purba Mednipur	500.00	Govt. of West Bengal
42	West BengalNorth- South Road Corridor Project (SASECPort Connectivity)	4,697.00	Govt. of West Bengal
43	Renovation and Upgradation of 103 Nos of Jetties over the rivers of Haldi, Bhagirathi and Hooghly	210.00	Govt. of West Bengal
44	Water Transportation Facility from Kolkata to Digha including construction of a jetty at Digha	20.00	Govt. of West Bengal
45	Construction of Marine Aquarium/Museum at Digha	20.00	Govt. of West Bengal
46	Establishment of Off-shore Transshipment of Bulk Cargo in the Andaman Islands	500.00	A&N Administration
	Total	37,754.00	

Cruise Shipping and Light House Tourism

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	International Cruise Terminal at CochinPort	1,000.00	CoPT
2	Modernizing the cruise Terminal at Indira Dock to International Standards	54.00	MbPT
3	Ropeway service between Sewree Fort and Elephanta island in MumbaiHarbour	150.00	MbPT
4	Operation and Maintenance of Cruise Terminal at MormugaoPort	8.79	MgPT
5	Development of Marina on DBFOT basis through PPP mode at V.O.C.Port for a period of 30 years	33.69	VoCPT
6	Seaplane operations on HooghlyRiver	6.00	KoPT (Kolkata)
7	Development of mega-cruise terminal in Mumbai	600.00	SDC
8	Development of Cruise tourism on National Waterways	100.00	IWAI
9	Development of Tourism at 78 Lighthouses	1,250.00	DGLL
	Total	3,202.48	

Hinterland Connectivity and Multimodal Logistics

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Developing a DryPort at Jalna	400.00	JNPT
2	Development of DryPort at Nagpur	400.00	JNPT
3	Development of Road Facilities For Cargo Evacuation inside the ChennaiPort	100.00	ChPT
4	Connectivity from Sheela Nagar junction to Anakapalli - Sabbavaram/ PendurtiAnandapuram Road NH16 (Former Nh5) Phase-III	505.02	VPT
5	Direct Connectivity to Mindi Yard in VisakhapatnamPort from Eco.Railway	117.00	VPT
6	New ICD Development in South Uttarakhand	85.00	SDC/MCI
7	New ICD Development in North MP/CG border (Singrauli)	85.00	SDC/MCI
8	New ICD Development in Central Rajasthan (Nagaur))	85.00	SDC/MCI
9	New ICD Development in Hyderabad	85.00	SDC/MCI
10	New ICD Development in North Bengal (Darjeeling)	85.00	SDC/MCI
11	New ICD Development in Raipur	85.00	SDC/MCI
12	Connection of western DFC to Mundra	3,500.00	SDC/MoR
13	Connection of western DFC to Pipavav	2,500.00	SDC/MoR
14	Connection of western DFC to Hazira	3,000.00	SDC/MoR
15	Expressway from Whitefield industrial cluster (Bangalore) to Chennai	10,000.00	SDC/MoRTH
16	Expressway from Whitefield industrial cluster (Bangalore) to Enayam	3,000.00	SDC/MoRTH
17	Expressway from Sarkhej (Ahmedabad) to Pipavav	9,000.00	SDC/MoRTH

18	Expressway from Tirupur industrial cluster (Coimbatore) to Enayam	1,300.00	SDC/MoRTH
19	Expressway from Sanathnagar industrial cluster (Hyderabad) to Vodarevu	10,000.00	SDC/MoRTH
20	Expressway from Sarkhej (Ahmedabad) to Mundra	10,000.00	SDC/MoRTH
21	Expressway from Panagarh (Durgapur) to Haldia	9,000.00	SDC/MoRTH
22	Expressway from Sanathnagar industrial cluster (Hyderabad) to Jawaharlal Nehru Port Trust	22,000.00	SDC/MoRTH
23	Expressway from Dighi Industrial Cluster (Pune) to JawaharlalNehruPort Trust	4,500.00	SDC/MoRTH
24	Expressway from Ahmedabad to JawaharlalNehruPort Trust	18,000.00	SDC/MoRTH
25	Salaya Mathura crude pipeline expansion	1,000.00	MoP&NG/IOC
26	Product pipeline from Paradip to Hyderabad	3,000.00	MoP&NG/IOCL
27	Flyovers at Y junction, approaches to existing terminals to improve flow of containers Movement	200.00	JNPT
28	Flyover for GTI Entry/Exit over the Rail Tracks for seamless traffic movement at Jawaharlal Nehru Port Trust	70.00	MoP&NG/IOCL
29	Four lane road from Northern gate of Kamarjar port to Thachur, outer ring corridor - 6 laning with service roads	271.00	SDC
30	Northern Rail Link connecting north of Minjur to Kamarajar Port Limited	228.00	KPL
31	HareIsland - Red Gate - Tuticorin Thermal Power Station Circle Road Connectivity	105.00	VoCPT
32	Evacuation road to the standalone Container Terminal (330m extension to DPW terminal) upto Karal	120.00	JNPT
33	Improvement of existing road connecting	24.00	JNPT

	Kolkata Port Trust to NH6 and nearby Industrial Clusters		
34	Rail connectivity between proposed Port at SagarIsland and Kashinagar Rail station	270.00	KoPT
35	Road connectivity between proposed Port at SagarIsland and Muriganga bridge & between Muriganga bridge and proposed Rail yard at Kashinagar	171.00	KoPT
36	New ICD development in Jharsuguda	85.00	SDC/MCI
	Total	1,13,376.00	

GreenPort Initiatives

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Development of 14.5 MW Wind Farm, ChennaiPort	95.00	ChPT
2	Setting up of 25 MW Solar power plant at Jawaharlal Nehru Port Trust	150.00	JNPT
3	Setting up of 14 MW solar power plant at Kandla Port Trust	84.00	KPT
4	Setting up of 15 MW renewable power plant at V.O.ChidambaranarPort Trust	90.00	VoCPT
	Total	419.00	

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Empanelment of Consultants-Financial Advisors]in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE**A- Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B- Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

A) Organizational Experience

Sl. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Consultancy work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be contracted for further information.	Supporting Document

B) Gross Annual Revenue (in `)

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2013-14			
2014-15			
2015-16			

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e., completion certificate for each of above mentioned assignments. The Competent Authority of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal. In case of selection, the details of work order, contract and completion certificate which have non-disclosure agreements shall be submitted for verification.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEROF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in RFQ, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm have not indulged in any such activities which can be termed as the conflicting activities at this present moment. Further, we hereby agree to disclose any further conflicting activities, in case they occur, till the finalization of the bid. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and
initials]:

Name and title of Signatory:

Name of Firm:

Address: