

**V. O. CHIDAMBARANAR PORT AUTHORITY, TUTICORIN**

**Request for Proposal (RFP)**

**for**

**CONSULTANCY SERVICES FOR  
EFFECTIVE CAPACITY ASSESSMENT OF ALL MAJOR PORTS BY USING A  
STANDARDIZED METHODOLOGY**

**Issued by  
THE CHIEF ENGINEER  
VOC PORT AUTHORITY, TUTICORIN  
[e-mail: ce@vocport.gov.in](mailto:ce@vocport.gov.in)**

August, 2025

## **V. O. CHIDAMBARANAR PORT AUTHORITY, TUTICORIN**

The Board of Trustees of VOC Port Authority, Tuticorin (the “Authority”) invites global tender (only Through E – Tendering mode) from reputed consultants who have experience in delivering projects of developing simulation models at ports globally for capacity assessment / port operations planning / cargo evacuation operations / equivalent & delivering infrastructure planning / design projects related to ports in India in accordance with the Request for Proposal (RFP) Document for selection of Technical Consultants.

Name of the work: Consultancy services for “**Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**”. The detailed RFP can be viewed in the VOC Port Authority website [www.vocport.gov.in](http://www.vocport.gov.in) and VOCP-E–Tendering website: <https://etenders.gov.in/eprocure/app>.

RFP download from	:	28/08/2025
<b>Proposal due date (PDD)</b>	:	<b>Upto 15:00hrs. on 18/09/2025</b>
Opening of Proposals	:	15:30 hrs on 19/09/2025
Contact Person	:	The Chief Engineer VOC Port Authority, Tuticorin

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## **DISCLAIMER**

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

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relate 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.

**Invitation for Proposal**  
**VOC PORT AUTHORITY, TUTICORIN**

VOC Port Authority, Tuticorin invites applications (Technical and Price Bid) (**only Through E – Tendering mode**) from **28/08/2025 to 18/09/2025** for Selection of Consultant for Consultancy services for “**Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**”

**CHIEF ENGINEER**

# 1. INTRODUCTION

## 1.0 Background

- i. It is proposed to prepare a Methodology for Effective Capacity Assessment of all Major Ports by using a standardized methodology by engaging a consultant.
- ii. Assessing the effective capacity of ports is paramount for optimizing infrastructure utilization, enhancing operational efficiency, and supporting national trade growth. Traditional port capacity assessments in India have often relied on static calculations based primarily on infrastructure availability. These methods frequently fall short of reflecting real- world operational dynamics, failing to adequately account for complex interactions between various constraints such as operational bottlenecks, environmental variables, and hinterland connectivity issues. Consequently, declared capacities may not accurately represent the port's actual throughput potential under realistic conditions.
- iii. Recognizing these limitations, simulation modeling – employing techniques like Discrete Event Simulation (DES), Agent-Based Modelling (ABM), or hybrid approaches – emerges as a significantly more robust and dynamic methodology. Simulation allows for the creation of a virtual port environment where complex operations, resource interactions, and the impact of stochastic events (like vessel arrival variability or equipment breakdowns) can be accurately modeled and analyzed. Leading global ports, including Singapore, Rotterdam, and Los Angeles, have successfully leveraged simulation models to optimize critical parameters like vessel turnaround times, berth allocation strategies, and cargo handling efficiency, thereby improving productivity, reducing congestion, and enhancing resilience.
- iv. This project proposes the development and application of a tailored port simulation model as the central methodology for undertaking a comprehensive study to determine the effective capacity of Indian Major Ports, explicitly incorporating the multitude of real-world constraints they face.

### 1.1 Objectives:

To develop and implement a comprehensive, simulation-based scientific methodology for accurately measuring the *effective* capacity of Indian Major Ports, dynamically considering the complex interplay of infrastructure, operational, logistical, environmental, and regulatory constraints.

### 1.2 Request for Proposal

The Authority invites Proposals (the “**Proposals**”) for selection of consultant for ‘Effective Capacity Assessment of All Major Ports by using a Standardized Methodology’. The Consultancy service is to carry out a fresh assessment of effective cargo handling capacity of all Major Ports using a standardized

scientific simulation-based capacity assessment methodology & undertake other activities in conformity with the TOR. (Collectively the “**Consultancy**”).

### 1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

### 1.4 Validity of the Proposal

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

### 1.5 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 submitted. In the first stage, a technical evaluation will be carried out as specified in Clause 28.1. Based on this technical evaluation, a list of qualified applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Clause 28.3. The combined scoring system shall be adopted as brought in Clause 28.3. The Applicant who secures highest combined score for Consultancy Services shall be declared as the selected Applicant (the “Selected Applicant”).

### 1.6 SCHEDULE OF SELECTION PROCESS

Sl.No.	Event Description	Date
1.	Date of Issue of RFP	28/08/2025
2.	Pre-proposal meeting (through VC)	03/09/2025 at 12:00 hrs
3.	Proposal due date or PDD	18/09/2025 at 15:00 hrs.
4.	Opening of proposals (Technical)	19/09/2025 at 15:30 hrs

### 1.7 Communications

1.7.1 All communications including the submission of Proposal should be addressed to: The Chief Engineer, VOC Port Authority, Tuticorin - 628004  
E-mail: [ce@vocport.gov.in](mailto:ce@vocport.gov.in)

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

NIT No. 03/ PD/EFFECTIVE CAPACITY/2025-26/D. 2786      Dated: 28.08.2025

**Name of work:** Consultancy services for **Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**



## **1 INSTRUCTIONS TO APPLICANTS GENERAL**

### **2.1 Scope of Proposal: (Please refer Schedule-1)**

#### **TERMS OF REFERENCE AND SCOPE OF WORK**

##### **1. Introduction:**

- i. It is proposed to prepare a Methodology for Effective Capacity Assessment of all Major Ports by using a standardized methodology by engaging a consultant.
- ii. Assessing the effective capacity of ports is paramount for optimizing infrastructure utilization, enhancing operational efficiency, and supporting national trade growth. Traditional port capacity assessments in India have often relied on static calculations based primarily on infrastructure availability. These methods frequently fall short of reflecting real- world operational dynamics, failing to adequately account for complex interactions between various constraints such as operational bottlenecks, environmental variables, and hinterland connectivity issues. Consequently, declared capacities may not accurately represent the port's actual throughput potential under realistic conditions.
- iii. Recognizing these limitations, simulation modeling – employing techniques like Discrete Event Simulation (DES), Agent-Based Modelling (ABM), or hybrid approaches – emerges as a significantly more robust and dynamic methodology. Simulation allows for the creation of a virtual port environment where complex operations, resource interactions, and the impact of stochastic events (like vessel arrival variability or equipment breakdowns) can be accurately modeled and analyzed. Leading global ports, including Singapore, Rotterdam, and Los Angeles, have successfully leveraged simulation models to optimize critical parameters like vessel turnaround times, berth allocation strategies, and cargo handling efficiency, thereby improving productivity, reducing congestion, and enhancing resilience.
- iv. This project proposes the development and application of a tailored port simulation model as the central methodology for undertaking a comprehensive study to determine the effective capacity of Indian Major Ports, explicitly incorporating the multitude of real-world constraints they face.

##### **2. Rationale for Simulation-Centric Approach**

Static or formulaic capacity assessment methods provide a fixed snapshot based on ideal conditions and infrastructure parameters. However, port operations are

inherently dynamic and complex systems influenced by numerous interdependent variables. A simulation-based approach offers distinct advantages:

- a. **Dynamic Analysis:** Unlike fixed models, simulation captures the time-dependent and stochastic nature of port operations, allowing for the analysis of queues, delays, and resource utilization under fluctuating conditions.
- b. **Constraint Interaction:** It enables the modeling of how various constraints (infrastructure, operational, logistical, environmental, regulatory) interact and collectively impact overall throughput.
- c. **Variable Sensitivity Analysis:** Simulation allows for systematic testing of "what-if" scenarios. By adjusting key variables (e.g., crane productivity, number of trucks, channel depth, customs clearance time), the model can precisely quantify the impact on effective capacity. These variables act as 'levers', demonstrating how addressing specific bottlenecks can enhance performance.
- d. **Bottleneck Identification:** The model can pinpoint critical bottlenecks within the port logistics chain under different operating conditions, which might not be apparent from static analysis.
- e. **Investment Decision Support:** By simulating the impact of proposed infrastructure upgrades (e.g., adding berths, cranes, yard space) or operational changes (e.g., revised scheduling rules), the model provides a quantitative basis for evaluating potential investments and prioritizing interventions for maximum capacity enhancement.

Therefore, this study will pivot around the development and application of a simulation model as the primary tool for assessing effective capacity and informing strategic decisions.

### 3. Objectives:

To develop and implement a comprehensive, simulation-based scientific methodology for accurately measuring the *effective* capacity of Indian Major Ports, dynamically considering the complex interplay of infrastructure, operational, logistical, environmental, and regulatory constraints.

### 4. Scope of Work

The scope of work to support the development and application of the core simulation methodology for measuring the *effective* capacity of Indian Major Ports is as follows:

### **A.Review and Benchmarking for Model Input:**

- Conduct a comprehensive review of existing methodologies used for port capacity assessment in India (including past exercises defining rated/re-rated capacity) to identify relevant parameters, data structures, and historical context *for informing the simulation model design*.
- Analyze methodologies and simulation applications in leading global ports to identify best practices, key performance indicators (KPIs), and modeling techniques applicable to the Indian context. Identify critical factors/variables essential for a standardized simulation framework.

### **B.Constraint Identification and Quantification for Simulation:**

- Systematically identify and quantify constraints impacting effective capacity across various categories: Infrastructure (berth limitations, draft, storage, equipment, connectivity), Operational (handling efficiencies, occupancy, productivity, turnaround times), Environmental (weather, tides, siltation), Logistical (hinterland evacuation, gate congestion, intermodal efficiency), and Regulatory/Institutional (tariffs, customs, decision processes).
- Translate the impact of these identified constraints into quantifiable parameters and logic suitable for incorporation into the simulation model.

### **C. Development of the Simulation-Based Capacity Assessment Methodology:**

- Develop a standardized simulation modeling framework adaptable to different Indian Major Ports. This framework will integrate:
- *Static Inputs*: Baseline infrastructure data (berth length, yard space, equipment inventory, etc.).
- *Dynamic Logic*: Operational rules, resource allocation logic, processing times, stochastic variability (arrival patterns, breakdown rates), and constraint interactions.
- The core output will be a *dynamic assessment of effective capacity*, reflecting realistic throughput potential under various conditions, considering operational efficiencies, turnaround times, handling rates, occupancy, and evacuation constraints.
- Develop the capability within the model framework to dynamically adjust assessed capacity based on real-time or updated data inputs, reflecting

changes in operational conditions or the mitigation of constraints.

**D. Data Collection for Model Building and Validation:**

- Collect detailed operational and cargo-wise data necessary *to build, calibrate, and validate the simulation model*. This includes vessel turnaround times, berth occupancy, equipment productivity & availability, yard utilization, cargo dwell times, evacuation rates (modal split), throughput metrics, etc.
- Ensure data allows for separate assessment of capacities for different cargo types (Containers, Dry Bulk, Liquid Bulk, RoRo, etc.) and incorporates transshipment cargo handling.

**E. Simulation Model Development, Testing, and Application:**

- Develop the port simulation model using appropriate software and techniques (DES, ABM, or hybrid).
- Calibrate and validate the model using historical data from V.O. Chidambaranar Port Authority (VoCPA), Deendayal Port Authority (DPA), Paradip Port Authority (PPA), and Jawaharlal Nehru Port Authority (JNPA). Refine the model based on validation results.
- Utilize the validated model to perform sensitivity analysis, assessing capacity variations by manipulating key input variables (constraints, resources, operational parameters).
- Design the model to facilitate periodic capacity reassessment as constraints are addressed through infrastructure upgrades, operational improvements, or policy changes.
- Ensure the model architecture allows for future integration with real-time data sources (e.g., IoT sensors) when deployed.
- Apply the validated and refined model to assess effective capacity at V.O.Chidambaranar Port Authority (VOCPA), Deendayal Port Authority (DPA), Paradip Port Authority (PPA), and Jawaharlal Nehru Port Authority (JNPA), customizing as needed for port-specific characteristics.

**F. Standardization, Dissemination, and Capacity Building:**

- Develop a standard simulation model framework applicable to other Major Ports.
- Transfer the working simulation models (for VoCPA, DPA, PPA, JNPA) to the respective port authorities with support for at least one year.

- Provide comprehensive user manuals, technical documentation, and training materials covering the simulation methodology, step-by-step model usage, and case studies from the four assessed ports.
  - Conduct a one-time training workshop for all Major Port Authorities to disseminate findings, train officers on the simulation methodology and tool, and provide hands-on demonstrations.
- G.** The services may be extended for other Major Ports under the current scope of work as per the discretion of the employer. The scope variation shall be on mutually agreed terms.

## 5. Expected Outcomes

- A robust, validated, and standardized simulation modeling framework for dynamic assessment of effective port capacity in Indian Major Ports.
- Detailed effective capacity assessments for VoCPA, DPA, PPA, and JNPA, considering real-world constraints.
- Identification of key bottlenecks and quantitative analysis of the impact of various constraints on port capacity. A decision-support tool enabling ports to perform sensitivity analysis, evaluate investment proposals, and optimize operational strategies based on simulation results.
- Enhanced capability within Major Port Authorities to utilize simulation modeling for ongoing capacity management and future planning.

This simulation-centric approach will provide Indian Major Ports with a powerful tool for understanding their true operational capabilities, identifying targeted areas for improvement, and making data-driven decisions to enhance efficiency and competitiveness.

**6. Terms of Payment & Deliverables:** The payment shall be made by the V.O.Chidambaranar Port Authority on the following terms :-

S.No	Deliverable	Timeline (in months) *	Payment %
D1	Inception Report: Review and Benchmarking for Model Input and Constraint Identification and Quantification for Simulation	T+1 months	10

D2	Development of the Simulation-Based Capacity Assessment Methodology	T+2 months	30
D3	Development and Testing of Simulation Model for VoCPA, DPA, PPA, JNPA	T+7 months	30
D4	Transfer of working model to all four Major Port Authorities including user manuals and documentation to support in implementation	T+8 months	20
D5	Training workshop for all Major Port Authorities	T+9 months	10

*\*T = 15 days from the date of work order.*

#### **IV. Team Composition and Reporting:**

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis etc., for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary. The team shall be divided into two parts:

##### **A. Project Team (Key Personnel)**

<b>Sl. No.</b>	<b>Key Personnel</b>	<b>Educational qualifications</b>	<b>Professional experience</b>	<b>Project Experience</b>
1	Team Leader	Master's in Engg. / Planning / Transport / Management from a reputed institute	At least 15 years of experience in leading port planning / design / operations related projects	should have experience of delivering at least 3 Projects of simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent.
2	Port Planning Expert	Master's in Engg. / Planning / Transport / equivalent from a reputed institute	At least 10 years of experience in delivering port planning / design /	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning

		PhD in related subject (completed) will be given preference	operations related projects	/ cargo evacuation operations / equivalent.
3	Simulation Modelling Expert	Master's in Engg. / Planning / Transport / equivalent from a reputed institute  PhD in related subject (completed) will be given preference	At least 10 years of experience in delivering simulation modeling projects in port / maritime sector.	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.
4	Port Operations Specialist	Master's in Engg. / Planning / Transport / Logistics / equivalent from a reputed institute	At least 10 years of experience in port operations / delivering projects related to port operations planning, port performance assessment	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.
5	Railway Expert	Master's in Engg. / Planning / Transport / Logistics / equivalent from a reputed institute	At least 10 years of experience in rail operations / delivering projects related to railway operations in ports / inland terminals / multi-modal logistics	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.

			parks / hubs / similar logistics facilities	
6	Data Analyst	Graduate in Statistics / Data Science / Operations Research / equivalent	At least 5 years of experience in research / data analysis / studies in ports / maritime sector	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.

**Note:** Only one CV shall be submitted per key personnel position. The same individual may not be proposed for more than one key expert position.

## B. Reporting & Support Team

- i. The Consultant shall work closely with the Authority. The Project Co-ordinator shall be appointed from within the Port Staff and shall be responsible for overall coordination and project development.
- ii. Consultant shall be required to prepare the presentation for each deliverable and intermittently whenever required by the Authority.
- iii. The consultant shall be required to submit reports as per the deliverables.

## 3 Conflict of Interest

- 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.
- 3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own 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 interests of the Authority.

3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest 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 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 Clause, 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 sub-clause (aa) above, where a person does not exercise control over 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 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 5; 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 contractor(s) or sub- contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding 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.

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 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.

- 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 per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### **3.5 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.

### **3.6 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.

### **3.7 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, 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, at their own

cost.

#### **4 Acknowledgement by Applicant**

- 4.1 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 3.7 above;
  - d) satisfied itself about all matters, things and information, including matters referred to in Clause 3.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
  - 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.
- 4.2 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.
- #### **5 Right to reject any or all Proposals**
- 5.1 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.
- 5.2 Without prejudice to the generality of Clause 5.1, 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.

## **6 Documents / Contents of the RFP**

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

### **6.2: 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: Approved Sub-Consultant(s)

Annex-4: Payment Schedule

Annex-5: Bank Guarantee for Performance Security

Annex-6: National Electronic Fund Transfer (NEFT) Mandate form

Annex-7: Bank Guarantee for Bid 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: Survey and Field Investigations

Form 15: Proposal for Sub-Consultant(s)

## **Appendix-II: Financial Proposal**

Form 1: Covering Letter

Form 2: Financial Proposal

## **7 Clarifications**

- 7.1 Applicants requiring any clarification on the RFP may send their queries to the Authority to the designated email address / in writing before the date mentioned in the Schedule of Selection Process at Clause 1.6 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 Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants without identifying the source of queries.

- 7.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing the Clause 7.1 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **8 Amendment of RFP**

- 8.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document (RFP) by the issuance of Addenda.
- 8.2 Any Corrigendum and / or Addendum thus issued shall be part of bidding documents and shall be notified only on the web portal <https://etenders.gov.in/eprocure/app>. Applicants intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and / or Addendum.
- 8.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **9 PREPARATION AND SUBMISSION OF PROPOSAL**

- 9.1 The Applicant shall submit the Application through online (e-mode) offered on the e-Tender web portal <https://etenders.gov.in/eprocure/app>. Application in any other manner will be rejected, and no correspondence on such matter will be entertained. No Application shall be accepted off-line.
- 9.2 The Bidder shall carefully prepare the list of required documents. The Applicant shall submit the Application online through e procurement portal <https://etenders.gov.in/eprocure/app> comprising of the following documents along with supporting documents as appropriate:
- 9.3 **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.

## **10 Format and signing of Proposal**

- 10.1 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.

10.2 The Proposal must be properly signed by the authorized representative (the “Authorized 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 authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the Authorized Representative of the Lead Member, in case of consortium.

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

10.3 Applicants should note the Proposal Due Date, as specified in Clause 1.6, 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 14. 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 19.

## **11 Technical Proposal**

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

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

- a) Bid Security is provided as per Clause 15 of the RFP.
- b) All forms (Form -1 to Form -15) and annexures (1 to 5 & 8) are submitted in the prescribed formats and signed by the prescribed signatories.
- c) The Schedules (Schedule 1 to 3) shall be duly signed and uploaded.
- d) Power of Attorney, if applicable, is executed as per Applicable Laws.



- e) CVs of all Professional Personnel have been included.
  - f) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 28.1.3 of the RFP.
  - g) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.
  - h) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Scanned / Digital signatures will also be considered.
  - i) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP.
  - j) Professional Personnel proposed have good working knowledge of English language;
  - k) Key Personnel would be available for the period indicated in the TOR.
  - l) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
  - m) The proposal is responsive in terms of Clause 17.3.
- 11.3 Failure to comply with the requirements spelt out in this Clause 11 shall make the Proposal liable to be rejected.
- 11.4 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.
- 11.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 11.6 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 IV 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.
- 11.7 An Applicant may, if it considers necessary, propose suitable Sub-

Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

- 11.8 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.
- 11.9 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.
- 11.10 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.

## **12 Financial Proposal**

- 12.1 Applicants shall submit the financial proposal in the excel sheet in CPP Portal and also in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized 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.
- 12.2 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 Key Personnel, accommodation, air fare, equipment, printing of documents,

surveys, verification of available record and taking photocopies of available document etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- ii. The Financial Proposal shall take into account all expenses and tax liabilities excluding service tax. The service tax will be reimbursed as per actual after submission of paid receipt by the consultant. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including breakdown of costs) shall be expressed in INR.

### **13 Submission of Proposal**

- 13.1 The completed Proposal must be uploaded on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 13.2 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Final Deliverable (D5) by the Authority and discharge of all obligations of the Consultant under the Agreement.

### **14 Proposal Due Date**

- 14.1 Proposal should be submitted at or before 15:00 hrs on the Proposal Due Date specified in Clause 1.6 in the CPP Portal as detailed in this RFP.
- 14.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 8 uniformly for all Applicants.

### **15 BID SECURITY (Earnest Money Deposit)**

- 15.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs.10,00,000/- (Rupees Ten Lakhs only) (the "Bid Security") through CPP Portal. The EMD shall also be furnished in the form of Bank Guarantee (format enclosed in Annex - 7). The original Bank Guarantee should reach the Port within Ten days from the date of opening of technical bid under Registered Post (A.D). The EMD is exempted to MSE consultants. The bid security of unsuccessful bidder will be refunded within one month on finalization of bid except in case of the two highest ranked Applicants as required in Clause 20.1.

- 15.2 In the event that the first ranked Applicant commences the assignment as required in Clause 25, 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 adjusted in the Security Deposit.
- 15.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 15.4 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 20.1;
  - e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 24 and 25 respectively; or
  - f) If the Applicant is found to have a Conflict of Interest as specified in Clause 3.

## **16 Performance Security**

- 16.1 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, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages 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 engages in any of the Prohibited Practices specified in Clause 29 of this RFP;

b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3; and

c) If the Selected Applicant commits a breach of the Agreement.

16.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 16.1, which may be forfeited and appropriated in accordance with the provisions hereof.

## **EVALUATION PROCESS**

### **17 Evaluation of Proposals**

17.1 The Technical Bids will be opened on 19.09.2025 at 15.30 hrs. The pre-qualified bidders "Financial Proposal" shall be opened at later date.

17.2 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 accompanied by the Bid Security as specified in Clause 15.

c) It is accompanied by the Power of Attorney as specified in Clause 10.2;

d) It contains all the information (complete in all respects) as requested in the RFP;

e) It does not contain any condition or qualification; and

f) It is not non-responsive in terms hereof.

17.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

17.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in clause 28 of this RFP.

17.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 28.2 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 Clause 28.3.

- 17.6 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.
- 17.7 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.

## **18 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 will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **19 Clarifications**

- 19.1 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.
- 19.2 If an Applicant does not provide clarifications sought under Clause 19.1 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.

## **20 APPOINTMENT OF CONSULTANT**

- 20.1 **Negotiations:** The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 28.1.2 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 Applicant scoring second highest combined score as the Selected Applicant and invite it for negotiations.
- 20.2 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.
- 20.3 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.

## **21 Substitution of Key Personnel**

- 21.1 The Authority will not normally consider any request of the Selected applicant for substitution of Key Personnel 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 such as resignation, illness, accident, inadequate performance, or personality conflict, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 21.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 2% (two per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 5% (five per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to

disqualification of the Applicant or termination of the Agreement.

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

## **22 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

The Consultant shall indemnify the Client against all legally enforceable claims, damages, losses or expenses arising out of or resulting from any gross negligence by the Consultant, his servants and agents in performing the Services provided always that the liability of the Consultant to indemnify the Client as aforesaid shall be reduced proportionately to the extent that any wrongful act or neglect of the Client, his servants and agents may have contributed to such claims, damages, losses or expenses. In the event of any errors or omissions for which the Consultant is responsible and as a result of which re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under this Agreement, at his own cost re-execute such Services to the reasonable satisfaction of the Client.

## **23 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.

## **24 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within **15 (Fifteen) days**. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.



## **25 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 15 (fifteen) days of the date of issue of work order or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 24 or commence the assignment as specified herein, the Authority may invite the Applicant submitting second lowest Financial Proposal for negotiations. In such an event, the Bid Security of the Selected Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 15.4.

## **26 Proprietary data**

Subject to the provisions of Clause 5, 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.

## **27 Time for completion:**

The assignment shall have the following timeline vis-a-vis the deliverables. In case of delay of assignment, the contract of consultancy may be extended suitably. In case of extension and foreclosure, pro-rata addition or deduction shall be entertained based on percentage indicated for the assignment. In case assignment foreclose in the middle of any indicated stage in the financial proposal, pro-rata payment shall be made for the completed services as agreed mutually. The period indicated above excludes the period taken by the employer and the concerned Govt Authorities.

At the discretion of Employer without assigning any reasons whatsoever, the assignment may foreclose at any stage. Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer.

## **28 CRITERIA FOR EVALUATION**

### **28.1 Evaluation of Technical Proposals**

28.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of the 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 60 (Sixty) marks or

more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (TS).

28.1.2 Each Key Personnel must score a minimum of 60% (Sixty percent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% marks or any two of the remaining Key Personnel score less than 60% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% or above.

28.1.3 The Parameters for evaluation criteria is prepared as under.

Item Code	Parameter	Maximum marks	Criteria
<b>A</b>	<b>Relevant experience of applicant</b>	<b>40</b>	
A1	Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent and Infrastructure planning / design projects related to ports in India (completed) in last 7 years at ports.	20	The marks shall be awarded as follows: <3 projects: 0 marks 3 projects: 10 marks 4–5 projects: 15 marks >5 projects: 20 marks
A2	Experience of delivering projects (completed) <b>specifically involving</b>	15	The marks shall be awarded as follows: 1 project: 5 marks

	<b>simulation-based assessment or modelling of port operations</b> , in last 7 years at ports.			2 -3 projects: 10 marks >3 projects: 15 marks
A3	Experience of delivering port / maritime sector projects for govt. sector client in India.		5	The marks shall be awarded as follows: 1 project: 5 marks
<b>B</b>	<b>Approach and Methodology</b>		<b>20</b>	
B1	Understanding of the Objectives		5	The Applicants may be invited for proposal presentation / technical presentation post submission of proposals by the Authority, if required.
B2	Approach and Methodology to deliver the assignment		10	
B3	Workplan with timelines		5	
<b>C</b>	<b>Team Composition &amp; Key Personnel</b>		<b>40</b>	<b>The marks for each Key Personnel shall be awarded as follows:</b>
	i.	Team Leader	10	Qualification: 2 marks Professional Experience: 3 marks Project Experience: 5 marks
	ii	Port Planning Expert	08	Qualification: 2 marks Professional Experience: 2 marks Project Experience: 4 marks
	iii	Simulation Modelling Expert	08	Qualification: 2 marks Professional Experience: 2 marks Project Experience: 4 marks
	iv	Port Operations	05	Qualification: 1 marks Professional Experience: 2 marks

		Specialist		Project Experience: 2 marks
	v	Railway Expert	05	Qualification: 1 marks Professional Experience: 2 marks Project Experience: 2 marks
	vi	Data Analyst	04	Qualification: 1 marks Professional Experience: 1 marks Project Experience: 2 marks
	Total		<b>100</b>	

#### 28.1.4 Eligible Assignments

For the purposes for evaluating the Proposals under this RFP, consultancy assignments for the following project shall be deemed as eligible assignment (the “Eligible Assignments”)

#### 28.1.5 Condition of Eligibility of Applicants

##### i. Technical Capacity

The Bidder should have successfully completed at least three similar eligible projects in the **last 7 years** ending on the last day of month previous to the one in which proposals are invited. For instance, Work Completion Certificate along with work order / LoA from the Client has to be furnished. In the absence of a completion certificate, a CA/SA certificate confirming 100% fee receipt may be submitted.

**Eligible projects** shall mean (i) Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent. (ii) Infrastructure planning / design projects related to ports in India.

##### ii. Financial Capacity

The Bidder’s average annual financial turnover during last three financial years (2021-22, 2022-23 & 2023-24) shall be at least Rs.4 Crore (INR). For instance, Audited financials / balance sheets for last 3 financial years or SA / CA certificate has to be furnished.

##### iii. Legal Status:

The applicant should have a valid registration with appropriate authorities, such as the Registrar of Companies, and possess necessary tax registrations. For

instance, Certificate of Incorporation / Registration and Proof of Tax registrations has to be furnished.

**iv. Net Worth:**

The Applicant should have a positive net worth in last financial year (FY 2023-24). For instance, CA/SA certified net worth statement (audited balance sheets, P&L account statements) shall be furnished.

**v. Not Blacklisted:**

The Applicant should not be blacklisted by any Central Govt./State Govt./PSU/Govt. Bodies in India. (Appendix I: Form 16-Self-declaration).

**vi. JV / Consortium:**

In case of JV / Consortium, max. number of members shall not exceed 4. Further, the Lead Member must meet at least 50% of turnover & experience criteria as mentioned above. There must be a legally binding agreement clearly stipulating the responsibilities and liabilities of the members of the JV / Consortium.

**vii. Presence in India:**

In case Applicant is an international firm, registered outside India, the Applicant shall have presence / office in India. If not, the Applicant may tie up with a firm registered in India having experience of working on ports and maritime sector in India with Govt. sector clients to support in project as per ToR. For instance, Proof of office in India / Letter of Intent / Association with an Indian entity has to be furnished.

## **28.2 Short-listing of Applicants**

Of the Applicant(s) whose technical score is equal to or more than 60 points shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less **than 60 points** even if such Applicant(s) do(es) not qualify in terms of Clause 28; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

## **28.3 Evaluation of Financial Proposal**

28.3.1 In the second stage, financial evaluation will be carried out as per Clause 28.3.

28.3.2 After the opening of Financial proposals, the lowest financial proposal (FM) will be given a financial score (FS) of 100 points. The financial scores of

other proposals will be computed as follows:

$$FS=100 \times FM/F$$

(Where F = Amount of financial proposal)

Proposals will finally be ranked according to their combined Technical (TS) and Financial (FS) scores as follows:

$$S = TS \times 0.8 + FS \times 0.2$$

Where 'S' is the combined score and weightages assigned to Technical Proposal and Financial Proposal shall be 0.80 and 0.20 respectively.

The qualified bidder who secures the highest combined score would be declared as the successful bidder. In the event that two or more bidders secure same combined score, the work will be awarded to the lowest price bidder.

- 28.3.3 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 fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

## 29 FRAUD AND CORRUPT PRACTICES

- 29.1 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.
- 29.2 Without prejudice to the rights of the Authority under Clause 29.1 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 RFP 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.

29.3 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.

### **30 PRE-PROPOSAL CONFERENCE**

- 30.1 Pre-Proposal Conference of the Applicants shall be convened virtually at the designated date and time. Link will be sent to the bidders who show interest via mail. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 30.2 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.

### **31 MISCELLANEOUS**

- 31.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Tuticorin shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- 31.2 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.
- 31.3 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.



- 31.4 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.
- 31.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULES**

### **SCHEDULE-1**

Consultancy services for  
**Effective Capacity Assessment of All Major Ports by using a Standardized  
Methodology**

**TERMS OF REFERENCE (TOR) FOR SELECTION OF CONSULTANT**

#### **1. Introduction:**

- i. It is proposed to prepare a Methodology for Effective Capacity Assessment of all Major Ports by using a standardized methodology by engaging a consultant.
- ii. Assessing the effective capacity of ports is paramount for optimizing infrastructure utilization, enhancing operational efficiency, and supporting national trade growth. Traditional port capacity assessments in India have often relied on static calculations based primarily on infrastructure availability. These methods frequently fall short of reflecting real- world operational dynamics, failing to adequately account for complex interactions between various constraints such as operational bottlenecks, environmental variables, and hinterland connectivity issues. Consequently, declared capacities may not accurately represent the port's actual throughput potential under realistic conditions.
- iii. Recognizing these limitations, simulation modeling – employing techniques like Discrete Event Simulation (DES), Agent-Based Modelling (ABM), or hybrid approaches – emerges as a significantly more robust and dynamic methodology. Simulation allows for the creation of a virtual port environment where complex operations, resource interactions, and the impact of stochastic events (like vessel arrival variability or equipment breakdowns) can be accurately modeled and analyzed. Leading global ports, including Singapore, Rotterdam, and Los Angeles, have successfully leveraged simulation models to optimize critical parameters like vessel turnaround times, berth allocation strategies, and cargo handling efficiency, thereby improving productivity, reducing congestion, and enhancing resilience.
- iv. This project proposes the development and application of a tailored port simulation model as the central methodology for undertaking a comprehensive study to determine the effective capacity of Indian Major Ports, explicitly incorporating the multitude of real-world constraints they face.

## 2. Rationale for Simulation-Centric Approach

Static or formulaic capacity assessment methods provide a fixed snapshot based on ideal conditions and infrastructure parameters. However, port operations are inherently dynamic and complex systems influenced by numerous interdependent variables. A simulation-based approach offers distinct advantages:

- a. **Dynamic Analysis:** Unlike fixed models, simulation captures the time-dependent and stochastic nature of port operations, allowing for the analysis of queues, delays, and resource utilization under fluctuating conditions.
- b. **Constraint Interaction:** It enables the modeling of how various constraints (infrastructure, operational, logistical, environmental, regulatory) interact and collectively impact overall throughput.
- c. **Variable Sensitivity Analysis:** Simulation allows for systematic testing of "what-if" scenarios. By adjusting key variables (e.g., crane productivity, number of trucks, channel depth, customs clearance time), the model can precisely quantify the impact on effective capacity. These variables act as 'levers', demonstrating how addressing specific bottlenecks can enhance performance.
- d. **Bottleneck Identification:** The model can pinpoint critical bottlenecks within the port logistics chain under different operating conditions, which might not be apparent from static analysis.
- e. **Investment Decision Support:** By simulating the impact of proposed infrastructure upgrades (e.g., adding berths, cranes, yard space) or operational changes (e.g., revised scheduling rules), the model provides a quantitative basis for evaluating potential investments and prioritizing interventions for maximum capacity enhancement.

Therefore, this study will pivot around the development and application of a simulation model as the primary tool for assessing effective capacity and informing strategic decisions.

## 3. Objectives:

To develop and implement a comprehensive, simulation-based scientific methodology for accurately measuring the *effective* capacity of Indian Major Ports, dynamically considering the complex interplay of infrastructure, operational, logistical, environmental, and regulatory constraints.

## 4. Scope of Work

The scope of work to support the development and application of the core simulation methodology for measuring the *effective* capacity of Indian Major Ports is as follows:

### A. Review and Benchmarking for Model Input:

- Conduct a comprehensive review of existing methodologies used for port capacity assessment in India (including past exercises defining rated/re-rated capacity) to identify relevant parameters, data structures, and historical context *for informing the simulation model design*.
- Analyze methodologies and simulation applications in leading global ports to identify best practices, key performance indicators (KPIs), and modeling techniques applicable to the Indian context. Identify critical factors/variables essential for a standardized simulation framework.

### B. Constraint Identification and Quantification for Simulation:

- Systematically identify and quantify constraints impacting effective capacity across various categories: Infrastructure (berth limitations, draft, storage, equipment, connectivity), Operational (handling efficiencies, occupancy, productivity, turnaround times), Environmental (weather, tides, siltation), Logistical (hinterland evacuation, gate congestion, intermodal efficiency), and Regulatory/Institutional (tariffs, customs, decision processes).
- Translate the impact of these identified constraints into quantifiable parameters and logic suitable for incorporation into the simulation model.

### C. Development of the Simulation-Based Capacity Assessment Methodology:

- Develop a standardized simulation modeling framework adaptable to different Indian Major Ports. This framework will integrate:
- *Static Inputs*: Baseline infrastructure data (berth length, yard space, equipment inventory, etc.).
- *Dynamic Logic*: Operational rules, resource allocation logic, processing times, stochastic variability (arrival patterns, breakdown rates), and constraint interactions.
- The core output will be a *dynamic assessment of effective capacity*, reflecting

realistic throughput potential under various conditions, considering operational efficiencies, turnaround times, handling rates, occupancy, and evacuation constraints.

- Develop the capability within the model framework to dynamically adjust assessed capacity based on real-time or updated data inputs, reflecting changes in operational conditions or the mitigation of constraints.

#### **D. Data Collection for Model Building and Validation:**

- Collect detailed operational and cargo-wise data necessary *to build, calibrate, and validate the simulation model*. This includes vessel turnaround times, berth occupancy, equipment productivity & availability, yard utilization, cargo dwell times, evacuation rates (modal split), throughput metrics, etc.
- Ensure data allows for separate assessment of capacities for different cargo types (Containers, Dry Bulk, Liquid Bulk, RoRo, etc.) and incorporates transshipment cargo handling.

#### **E. Simulation Model Development, Testing, and Application:**

- Develop the port simulation model using appropriate software and techniques (DES, ABM, or hybrid).
- Calibrate and validate the model using historical data from V.O. Chidambaranar Port Authority (VoCPA), Deendayal Port Authority (DPA), Paradip Port Authority (PPA), and Jawaharlal Nehru Port Authority (JNPA). Refine the model based on validation results.
- Utilize the validated model to perform sensitivity analysis, assessing capacity variations by manipulating key input variables (constraints, resources, operational parameters).
- Design the model to facilitate periodic capacity reassessment as constraints are addressed through infrastructure upgrades, operational improvements, or policy changes.
- Ensure the model architecture allows for future integration with real-time data sources (e.g., IoT sensors) when deployed.
- Apply the validated and refined model to assess effective capacity at V.O.Chidambaranar Port Authority (VOCPA), Deendayal Port Authority (DPA),

Paradip Port Authority (PPA), and Jawaharlal Nehru Port Authority (JNPA), customizing as needed for port-specific characteristics.

**F. Standardization, Dissemination, and Capacity Building:**

- Develop a standard simulation model framework applicable to other Major Ports.
- Transfer the working simulation models (for VoCPA, DPA, PPA, JNPA) to the respective port authorities with support for at least one year.
- Provide comprehensive user manuals, technical documentation, and training materials covering the simulation methodology, step-by-step model usage, and case studies from the four assessed ports.
- Conduct a one-time training workshop for all Major Port Authorities to disseminate findings, train officers on the simulation methodology and tool, and provide hands-on demonstrations.

**G.** The services may be extended for other Major Ports under the current scope of work as per the discretion of the employer. The scope variation shall be on mutually agreed terms.

## **5. Expected Outcomes**

- A robust, validated, and standardized simulation modeling framework for dynamic assessment of effective port capacity in Indian Major Ports.
- Detailed effective capacity assessments for VoCPA, DPA, PPA, and JNPA, considering real-world constraints.
- Identification of key bottlenecks and quantitative analysis of the impact of various constraints on port capacity. A decision-support tool enabling ports to perform sensitivity analysis, evaluate investment proposals, and optimize operational strategies based on simulation results.
- Enhanced capability within Major Port Authorities to utilize simulation modeling for ongoing capacity management and future planning.

This simulation-centric approach will provide Indian Major Ports with a powerful tool for understanding their true operational capabilities, identifying targeted areas for improvement, and making data-driven decisions to enhance efficiency and competitiveness.

**6. Terms of Payment & Deliverables:** The payment shall be made by the V.O.Chidambaranar Port Authority on the following terms :-

S. No	Deliverable	Timeline (in months) *	Payment %
D1	Inception Report: Review and Benchmarking for Model Input and Constraint Identification and Quantification for Simulation	T+1 months	10
D2	Development of the Simulation-Based Capacity Assessment Methodology	T+2 months	30
D3	Development and Testing of Simulation Model for VoCPA, DPA, PPA, JNPA	T+7 months	30
D4	Transfer of working model to all four Major Port Authorities including user manuals and documentation to support in implementation	T+8 months	20
D5	Training workshop for all Major Port Authorities	T+9 months	10

\*T =15 days from the date of work order.

#### A. Project Team (Key Personnel)

Sl. No.	Key Personnel	Educational qualifications	Professional experience	Project Experience
1	Team Leader	Master's in Engg. / Planning / Transport / Management from a reputed institute	At least 15 years of experience in leading port planning / design / operations related projects	should have experience of delivering at least 3 Projects of simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent.
2	Port Planning Expert	Master's in Engg. / Planning / Transport / equivalent from a reputed institute	At least 10 years of experience in delivering port planning / design / operations	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.

		PhD in related subject (completed) will be given preference	related projects	
3	Simulation Modelling Expert	Master's in Engg. / Planning / Transport / equivalent from a reputed institute  PhD in related subject (completed) will be given preference	At least 10 years of experience in delivering simulation modeling projects in port / maritime sector.	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.
4	Port Operations Specialist	Master's in Engg. / Planning / Transport / Logistics / equivalent from a reputed institute	At least 10 years of experience in port operations / delivering projects related to port operations planning, port performance assessment	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.
5	Railway Expert	Master's in Engg. / Planning / Transport / Logistics / equivalent from a reputed institute	At least 10 years of experience in rail operations / delivering projects related to railway operations in ports / inland terminals / multi-modal logistics parks / hubs /	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.



			similar logistics facilities	
6	Data Analyst	Graduate in Statistics / Data Science / Operations Research / equivalent	At least 5 years of experience in research / data analysis / studies in ports / maritime sector	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.

**Note:** Only one CV shall be submitted per key personnel position. The same individual may not be proposed for more than one key expert position.

## **B. Reporting & Support Team**

- (i) The Consultant shall work closely with the Authority. The Project Co-ordinator shall be appointed from within the Port Staff and shall be responsible for overall coordination and project development.
- (ii) Consultant shall be required to prepare the presentation for each deliverable and intermittently whenever required by the Authority.
- (iii) The consultant shall be required to submit reports as per the deliverables.

## **SCHEDULE-2**

### **AGREEMENT FOR**

#### **Consultancy services for Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**

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## **1. GENERAL**

### **1.1. Definitions and Interpretation**

- 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- (a) “Agreement” means this Agreement, together with all the Annexes;
  - (b) “Agreement Value” shall have the meaning set forth in Clause 6.1;
  - (c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - (d) “Confidential Information” shall have the meaning set forth in Clause 5;
  - (e) “Conflict of Interest” shall have the meaning set forth in Clause 4 read with the provisions of RFP;
  - (f) “Dispute” shall have the meaning set forth in Clause 20;
  - (g) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
  - (h) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
  - (i) “Government” means the Government of India ;
  - (j) “INR, Re. or Rs.” means Indian Rupees;
  - (k) “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;

- (l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (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) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (o) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 15;
- (r) "Third Party" 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.

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

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

## **1.2. Relation between the Parties**

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

### **1.3. Rights and obligations**

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

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

### **1.4. Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Tuticorin 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 India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by

letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Mumbai/Navi Mumbai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8. Location**

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

#### **1.9. Authority of Member-in-charge**

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

#### **1.10. Authorized Representatives**

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

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

The Chief Engineer, VOC Port Authority, Tuticorin



- 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.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

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

**2.2. Commencement of Services**

The Consultant shall commence the Services within a period of 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 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

**2.4. Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 24 (twenty four) months from the date of commencement of contract. 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, epidemic/pandemic, 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 fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**2.7.3. Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to 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 20.4 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 20 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 20.4 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 5 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 8, 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 11 or 12 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 17 hereof for Services satisfactorily performed prior to the date of termination;
- ii) reimbursable expenditures pursuant to Clause 17 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 20.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1. General**

##### **3.1.1. Standards of Performance**

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

### **3.1.2. Terms of Reference**

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

### **3.1.3. Applicable Laws**

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

## **4. Conflict of Interest**

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

4.2. 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.

### **4.3. 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.

**4.4. 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.

- 4.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 4.6. Without prejudice to the rights of the Authority 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 RFP 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.

4.7. For the purposes of Clauses 14.5 and 14.6, 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.

## **5. Confidentiality**

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

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

## **6. Liability of the Consultant**

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

6.2. 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.

6.3. The Parties hereto agree that in case of negligence or wilful 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 upto the agreement value of the contract.

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

## **7. Insurance to be taken out by the Consultant**

7.1. 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.

(a) 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 premium 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.

(b) 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 premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

- (c) 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.

7.2. The Parties agree that the risks and coverage's shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of not less than the agreement value of the contract;
- (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.

## **8. 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.

**9. Consultant's actions requiring the Authority's prior approval**

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

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

**10. Reporting obligations**

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

**11. Documents prepared by the Consultant to be property of the Authority**

- 11.1. 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.
- 11.2. 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.

- 11.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

**12. 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.

**13. Providing access to Project Office and Personnel**

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

**14. 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 28, 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.

## **15. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **15.1 General**

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

### **15.2 Deployment of Personnel**

- 15.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-2 of this Agreement.
- 15.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned **Annex-2** may be made by the Consultant by written notice to the Authority.
- 15.2.3. 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 Annexures 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.

### **15.3. Approval of Personnel**

- 15.3.1. 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.
- 15.3.2. 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 15.3.2, it shall be deemed to have been approved by the Authority.

### **15.3.3. Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to

be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 2% (two per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 5% (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

#### **15.3.4. HOURS OF WORK / OVERTIME / LEAVE FOR KEY PERSONNEL**

Working hours of key personnel shall normally be 8 hours a day and six days a week. Hours of key personnel should broadly match with those of Client. However, the consultant has to complete the job in prescribed time frame and client shall not make any payment for any overtime except in case of work arising from clients variation orders.

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.

#### **15.3.5. Resident Team Leader**

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

#### **15.3.6. 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 15.3.6.



## **16. OBLIGATIONS OF THE AUTHORITY**

### **16.1 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 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.

### **16.2. 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.

### **16.3 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 6.2, 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.

### **16.4. 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 17 of this Agreement.

## **17. PAYMENT TO THE CONSULTANT**

### **17.1 Cost estimates**

The employer shall pay the consultant for normal services in accordance with the details stated in APPENDIX-II, form-2 of financial proposal at the end of for the part of work completed.

### **17.2. Remuneration and reimbursable Expenditures**

It is understood that the fee quoted by consultant at Appendix-II, Form-2 covers for all and sundry. No extra payments, other than the quoted at Appendix –II, Form– 2, or reimbursements shall be made to the consultant by the employer except as provided in the contract.

17.3 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.

17.4 (a) 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”).

b) The final payment under this Clause shall be made as per the deliverables 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) Schedule-2: Form of Agreement 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.

c) 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 in accordance with Clause 17.4 (b). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **18. LIQUIDATED DAMAGES AND PENALTIES**

### **18.1. Performance Security**

18.1.1. 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 18.2 herein. Further, A sum @ 10% of the gross amount of the bill shall be deducted from each Running Bill of the Contractor till the sum will amount to Security Deposit of 5% of the tendered value of the work. Both Performance Security and Security Deposit shall be returned to the Consultant at the end of 3 (three) months after the expiration of the Agreement as per the T&C of the agreement. 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.

18.1.2. The Consultant may, in lieu of retention of the amounts as referred to in Clause 18.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

### **18.2. Liquidated Damages**

#### **18.2.1. 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.

#### **18.2.2. Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% of the Agreement Value per week, subject to a maximum of 10% (ten percent) 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.

#### **18.2.3. 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 18.2.

### **18.3. Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 18.2, 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.

## **19. FAIRNESS AND GOOD FAITH**

### **19.1 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 realization of the objectives of this Agreement.

### **19.2. Operation of the Agreement**

The Parties recognize 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 20 hereof.

## **20. SETTLEMENT OF DISPUTES**

### **20.1 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.

### **20.2. Dispute resolution**

20.2.1. 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 20.3.

- 20.2.2. 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.

### **20.3. Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Chairman of VOC Port Authority, Tuticorin and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 20 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 20.4.

### **20.4. Arbitration**

- 20.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 20.2.1, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 20.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Tuticorin and the language of arbitration proceedings shall be English.
- 20.4.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 20.4.3. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 20 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.

- 20.4.4. 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.
- 20.4.5. 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 SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

## **SCHEDULE-3**

### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 4 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries / contractors.

Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- i) Potential consultant should not be privy to information from the Authority which is not available to others; or
- ii) potential consultant should not have defined the project when earlier working for the Authority; or
- iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires / contractors:

- i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
- ii) no consultant should be involved in owning or operating entities resulting from the project; or
- iii) no consultant should bid for works arising from the project.

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

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of the 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.



Annex-1  
**Terms of Reference**

(Schedule-1 of RFP)

**Annex-2**  
**Deployment of Personnel**  
(Form-13 of Appendix-I)

**Annex-3**  
**Approved Sub-Consultant(s)**

(Form-15 of Appendix-I)

#### **Annex-4**

##### **Payment Schedule**

##### **Deliverables and timelines and Payments:**

The Consultant shall deliver the following deliverables (the “Deliverables”) for projects listed in the document in the order of preference indicated by the Authority from time during the course of this Consultancy as per the timelines furnished below for each of the project.

<b>S. No</b>	<b>Deliverable</b>	<b>Timeline (in months) *</b>	<b>Payment %</b>
D1	Inception Report: Review and Benchmarking for Model Input and Constraint Identification and Quantification for Simulation	T+1 months	10
D2	Development of the Simulation-Based Capacity Assessment Methodology	T+2 months	30
D3	Development and Testing of Simulation Model for VoCPA, DPA, PPA, JNPA	T+7 months	30
D4	Transfer of working model to all four Major Port Authorities including user manuals and documentation to support in implementation	T+8 months	20
D5	Training workshop for all Major Port Authorities	T+9 months	10

*\*T = date of work order.*

## **Annex- 5**

### **Bank Guarantee for Performance Security**

#### **SPECIMEN FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

In consideration of the Chairman representing the Board members of V.O.Chidambaranar Port (herein after called "the Port") having agreed to exempt \_\_\_\_\_ (hereinafter called the "said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees ..... only).

2. We\* \_\_\_\_\_ (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

3. We\* \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(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. \_\_\_\_\_.

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

6. We\* \_\_\_\_\_ 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 Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Civil Engineering Department, VOC Port Authority certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of Bank guarantee. we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We\* \_\_\_\_\_ further agree with the Port, that the Port 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 Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) 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 Contractor(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

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

9. We \* \_\_\_\_\_ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

10. This guarantee is valid upto \_\_\_\_\_ (period)

Dated the ..... day of ..... 2025  
for.....

\* Indicate here the name of the Bank.

\*\* Indicate here the period

\* \* \* \*

## Annex- 6

### National Electronic Fund Transfer (NEFT) Mandate Form

To  
The Financial Advisor & Chief Accounts Officer,  
V.O.C. Port Authority,  
Tuticorin-628004.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

SI No	Particulars	
1	Name of the Consultant	
2	Address of the Consultant	
3	Name of the work for which payment is made	
4	Agreement dated: Work order No.	
5	Name of the bank in which Contractor operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c)	
9	Account No	
10	Pan No.	
11	GST No.	
12	Tax Payer Identification Number (TIN)	
13	IFSC- Code of the Bank No	

Yours Sincerely

(Signature of Consultant  
date & seal)

**Annex- 7**  
**Bank Guarantee for Bid security**

**SPECIMEN FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

KNOW ALL BY THESE PRESENT that (Name of Bank).....a banking corporation carrying on banking business including Guarantees at Tuticorin and other places and having its office at (Regd. Office Address).....(hereinafter called The Bank which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS Board of Authorities of V.O.CHIDAMBARANAR PORT AUTHORITY constituted under the Major Port Authorities Act, 2021 (hereinafter called the Board which expression shall unless excluded by or repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for **“Consultancy services for Effective Capacity Assessment of All Major Ports by using a Standardized Methodology”** (hereinafter called Tender) as per conditions of the contract, scope of work, BOQ and specifications covered under the “Tender”.

AND WHEREAS (Name of Tenderer) ..... (hereinafter called the 'Tenderer') has offered to carry out the Consultancy service under the said Tender.

AND WHEREAS under the conditions of the contract, the Tenderer is required to give an Earnest Money Deposit in form of Bank Guarantee of a Nationalized / Scheduled Bank having its branch at Tuticorin for the sum of Rs..... (Rupees ..... only).

AND WHEREAS (Name of Tenderer) have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. (Rupees ..... only) which the bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs.....(Rupees.....only) AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs. .... (Rupees ..... only) as may be payable to the Board by the Tenderer by reason of

- i) withdrawal of his Tender within the validity period



- or
- ii) makes any modifications in the terms and conditions of this tender before the expiry of 180 days from the last date of the submission of Tender or such time as may be extended by the Board to which the Tenderer has agreed in writing

or

  - iii) in the event of the tender being accepted by the Board, fails to enter into a contract

or

  - iv) In the event of tender being accepted by the Board, fails to furnish performance Guarantee as per the terms of contract

in respect of which the decision of the Board shall be final all legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force upto and inclusive of the ..... day of 2025.

AND

if the contract is not awarded by the Board before the expiry of the aforesaid date, or such times as may be extended by the Board to which the Tenderer has agreed in writing the said Bank undertakes to renew this Guarantee from month to month until one month after the date of award and the said Bank doth hereby further covenant and declare that if the said Tenderer do not obtain and furnish renewals of this Guarantee for a further period of one month to the Board not less than 30 days prior to the expiry of this Bank Guarantee or its renewals there of as to keep the same valid and subsisting till the contract is awarded by the Board and for one month thereafter, the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding.

- (i) that the period of the Guarantee of the renewal of renewals thereof has not expired

or

- (ii) the period of Guarantee of the renewal (s) thereof has already expired.

AND THE BANK further declares that notwithstanding anything to the contrary contained herein above, the Bank's liabilities under this Guarantee are restricted to Rs ..... (Rupees ..... only) and unless a demand in writing under the Guarantee is made with the Bank within the one month from the date of award of the contract all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability thereunder.

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest at 12% p.a. for the delayed payment.

Notwithstanding anything contain herein :

i) our liability under this Bank Guarantee shall not exceed (EMD amount) Rs.  
..... (Rupees only)

(ii) this Bank Guarantee shall be valid upto (till the  
validity of the Tender)  
..... ; and

(iii) we are liable to pay the guaranteed amount or any part thereof under  
the Bank Guarantee only and only if you serve upon us a written claim  
or demand to be received on or before (one month after the Bank  
Guarantee validity) .....

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has / have herein  
to set his / their hands and seals on the ..... day of .....2025 (date of the Bank  
Guarantee)

SIGNED SEALED AND DELIVERED

by the within named through its duly constituted Attorney

Mr. .... &

.....

in the presence of .....

## **APPENDICES**

**APPENDIX-I**  
**TECHNICAL PROPOSAL**

**Form-1**

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To

The Chief Engineer

Civil Engineering Department

VOC Port Authority,

Tuticorin

Sub: Consultancy services for **Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**

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 Consultancy services for **Effective Capacity Assessment of All Major Ports by using Standardized Methodology**

1. 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.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. 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.
5. 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.

6. 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 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 29 of the RFP document, in respect of any RFP 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 Clause 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.
7. 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 8 of the RFP document.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. The Bid Security of Rs. 10,00,000/- (Rupees Ten Lakhs Only) is paid in CPP Portal in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents are attached herewith in Form 4.
17. 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.
18. 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.
19. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised  
signatory)

(Name and seal of the Applicant / Lead  
Member)

**APPENDIX-I**  
**Form-2**  
**Particulars of the Applicant**

1.1	Title of Consultancy: Consultancy services for <b>Effective Capacity Assessment of All Major Ports by using Standardized Methodology</b>
1.2	Title of Consultancy services for <b>Effective Capacity Assessment of All Major Ports by using Standardized Methodology</b> State whether applying as Sole Firm or Lead Member of a consortium:
1.3	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 authorized 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:

	<p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: center;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: center;">Yes/No</p> <p>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: center;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: center;">Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: center;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



	<p>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?</p> <p style="text-align: center;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: center;">Yes/No</p> <p>1.8 Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: center;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including RFP relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: center;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/adviser for the Authority only?</p> <p>Yes/No</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(Signature, name and designation of the authorized signatory)

For and on behalf of

.....

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

Date:

To

The Chief Engineer  
Civil Engineering Department  
VOC Port Authority,  
Tuticorin

Dear Sir,

**Sub: Consultancy services for Effective Capacity Assessment of All Major Ports by using Standardized Methodology**

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 Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized 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 authorize Mr / Ms. Son / daughter / wife and presently residing at .....who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized 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 Consultancy services for **Effective Capacity Assessment of All Major Ports by using a Standardized Methodology** proposed to be developed by VOC Port, Tuticorin (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 Authorized 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL  
HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF....., 2025

For

.....

Witnesses:

- 1.
- 2.

Notarised

(Signature, name, designation and address)

Accepted

.....

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

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarised by a notary public.*

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

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

**APPENDIX-I**  
**Form 5 - Financial Capacity of the Applicant**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (Rs. in crs) / (US\$ in million)</b>
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  
authorised signatory)

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

- <sup>2</sup> *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.*

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

Sr.No.	Particulars of key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments <sup>3</sup>
					Name of Firm	Employed Since	
( 1 )	( 2 )	( 3 )	( 4 )	( 5 )	( 6 )	( 7 )	( 8 )

## **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.(with timelines)

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

## APPENDIX-I

### Form-8- Abstract of Eligible Assignments of the Applicant

S.No	Name of Project	Name of Client	Estimated capital	Payment of professional
			cost of Project (in Rs.	fees received by the
			Crore / US\$ million)	Applicant (in Rs. crore)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

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

#### Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

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

1. Exchange rate should be taken as per the prevailing rate, per US \$ for conversion to Rupees. for RFP.

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



*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.*

## APPENDIX-I

### Form 9: Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

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

1. Use separate Form for each Key Personnel.
2. 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 Assignments of Applicant**

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

**Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate should be taken as per prevailing rate, per US \$ for conversion to Rupees.

**APPENDIX-I :**  
**Form-11- Eligible Assignments of Key Personnel**

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

**Notes:**

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

## **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 responsibilities	Description of
----------------------------------	----------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.

### **Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications and my experience.

Place..... (Signature and name of the Key Personnel)

(Signature and name of the authorized 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 by both the Personnel concerned and by the Authorized 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**

S. No	Designation	Name	Man	Month																		
			(MM)		Project	Off-site																
					site	(Home / Office)																
1.																						
2.																						
3.																						
4.																						
5.																						
6.																						
7.																						

## **APPENDIX-I**

### **Form-14- Survey and Field Investigations**



**APPENDIX-I**  
**Form-15- Proposal for Sub-Consultant(s)**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2.Services that are proposed to be sub contracted:				
3.Person who will lead the Sub-Consultant Name: Designation: Telephone No: Email:				
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:

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

**APPENDIX-I:**  
**Form-16- Self-declaration**

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

Ref.

Date:

To

The Chief Engineer  
Civil Engineering Department  
VOC Port Authority,  
Tuticorin

Dear Sir,

Sub: Consultancy services for **Effective Capacity Assessment of All Major Ports by using Standardized Methodology**

I/We hereby confirm that I/We, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*).....(insert Applicant's name), has/have NOT been blacklisted by any Central Govt./State Govt./PSU/Govt. Bodies in India.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

\*Please strike out whichever is not applicable

**APPENDIX-II**  
**FINANCIAL PROPOSAL**  
**Form-1 Covering Letter**  
*(On Applicant's letter head)*

(Date and Reference)  
To  
The Chief Engineer  
Civil Engineering Department  
VOC Port Authority, Tuticorin

Dear Sir,

Subject: Consultancy services for **Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**

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

I / We agree that this offer shall remain valid for a period of 120 (One Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,  
(Signature, name and designation of the authorized signatory)

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

**APPENDIX-II**  
**Form 2 Financial Proposal**

From:

To  
The Chief Engineer,  
Civil Engineering Department,  
VOC Port Authority,  
Tuticorin - 628004

Dear Sir,

**Subject:** Consultancy services for **Effective Capacity Assessment of All Major Ports by using a Standardized Methodology**

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

Our price offer inclusive of all taxes including incidentals, overheads, traveling expenses, stationery, expenditure related to presentation to be made during the execution, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference" (enclosed as **Schedule-I** to the Proposal Document and excluding prevalent GST is Rs. .... (Rupees .... only) for Consultancy services for Effective Capacity Assessment of All Major Ports by using a Standardized Methodology. This offer is valid for a period of 120 days from the proposal due date.

I / We agreed to accept the payment schedules as given below

**Deliverables and timelines and Payments:**

The Consultant shall deliver the following deliverables (the “Deliverables”) for projects listed in the document in the order of preference indicated by the Authority from time to time during the course of this Consultancy as per the timelines furnished below for each of the project.

S. No	Deliverable	Timeline (in months) *	Payment %
D1	Inception Report: Review and Benchmarking for Model Input and Constraint Identification and Quantification for Simulation	T+1 months	10
D2	Development of the Simulation-Based Capacity Assessment Methodology	T+2 months	30
D3	Development and Testing of Simulation Model for VoCPA, DPA, PPA, JNPA	T+7 months	30
D4	Transfer of working model to all four Major Port Authorities including user manuals and documentation to support in implementation	T+8 months	20
D5	Training workshop for all Major Port Authorities	T+9 months	10

*\*T = 15 days from the date of work order.*

Note: The period indicates above excludes the period taken by the Employer and concerned Government Authorities for various approvals.

NOTE: 1. All the payment under this contract will be made only in Indian Rupees. The consultants shall be paid for the services rendered as per the TOR as per payment schedule given above. The Service Tax prevalent will be paid separately to the consultant.

1 Any part payments under the above deliverables can be given at the discretion of Employer.

2 All the documents/reports including primary data shall be compiled, classified and submitted by the Consultant to VOC Port Authority in hard/soft form apart from the documents mentioned elsewhere in this document.

3 In the event of discontinuation of the contract during currency of any activity though the activity is not fully completed, the payment due for the activity shall be paid on pro-rata basis as assessed by the Employer and Employer's decision in this regard shall be final.

5 Consultant shall provide assistance / services if any required for obtaining necessary Statutory clearances from the Government and other concerned authorities including preparation for court cases if any and the expenditure towards traveling outstation and back by economy class air fare and accommodation in three-star hotel will be reimbursed to the consultant as per the actual.

Signature

\_\_\_\_\_

Witness's

Signature \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of

Address \_\_\_\_\_

\_\_\_\_\_