

Request for Proposal (RFP)

For

EMPANELMENT OF LAW FIRMS
FOR LEGAL CONSULTANCY FOR
DOCUMENTATION AND
CONCESSION AGREEMENTS FOR
PPP PROJECTS



Indian Ports Association
1st Floor, South Tower, NBCC Place
B. P Marg, Lodi Road
New Delhi - 110 003
Ph No : 011-24369061/63; Fax No : 011-24365866

INR 10,000/-

(May 2015)

LETTER FOR ISSUE OF RFQ FOR THE

“EMPANELMENT OF LAW FIRMS FOR

DOCUMENTATION AND CONCESSION

AGREEMENTS FOR PPP PROJECTS”

The set of RFP document is issued to:

Name :

Address :

The cost of the RFP document is INR 10,000/- (Indian Rupees Ten Thousand only)

IPA

Signature of the Officer

Issuing the RFP Document :

Indian Ports Association

IPA/MSD/ICTD/Law Firms/2015

18/03/2015

Notice Inviting RFP for empanelment of law firms for legal consultancy for Documentation and Concession Agreements for PPP Projects

Indian Ports Association has been assigned by Ministry of Shipping, Government of India with the task for **empanelment of law firms for legal consultancy for Documentation and Concession Agreements for PPP Projects for Major Ports/IPA/Ministry.**

Accordingly, Indian Ports Association invites Requests for Proposal (RFP) from interested law firms for **empanelment for legal consultancy for Documentation and Concession Agreements for PPP Projects.** The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the web site <http://ipa.nic.in>.

The schedule for receipt of the application is as follows:-

1. Pre-bid meeting at 1230 Hrs on 26/05/2015
2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 10/06/2015.
3. Receipt of offers on or before 3.00 pm(1500 Hrs) on 10/06/2015
4. Opening of Technical offers at 1600 Hrs on 10/06/2015

Reputed and interested consultants/ consulting firms/consortia may download the RFP from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003. In case, if RFP document is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, In favor of Indian Ports Association shall be submitted along with bid.

Indian Ports Association

Empanelment of law firms for legal consultancy for Documentation and Concession Agreements for PPP Projects

1. Introduction

1.1 “India’s ports comprise of 12 major ports and around 200 non-major ports along the coast and islands. The Major Ports except one i.e. Kamarajar Port (Ennore) are managed by the respective Port Trust Boards and the Kamarajar Port is in the form of Public Limited Company. All the Major Ports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Ports during 2013-14 was 980.00 million tonnes and the major ports account for around 57% of total sea-borne trade. The Government of India has formulated “National Maritime Agenda 2010-20” in which, a number of development projects has also been identified under five projects heads viz. deepening of channels, construction and re-construction of berths, procurement / modernization of equipments, hinterland connectivity and various other developmental works to be taken up, in order to meet the projected traffic and estimated capacity. The expected investment for the Major Ports from 2010-2020 is 127942.35 crores.

1.2 Recognizing the importance of the maritime sector in the economic growth, the Hon’ble President of India, in his address to the Parliament on 9th June, 2014, had stated that “The Government would facilitate modernization of existing ports on one hand, and development of new world class ports on the other.” He also said that “the Government would evolve a model of port-led development. Our long coastline will become the gateway of India’s prosperity. .

2. Objective

2.1 The objective of this RFP is to prepare a panel of Law Firms specialised in maritime law and other relevant branches of law as per Objectives and Scope of Work given in Part 2, for use by the major ports, IPA, Ministry of Shipping to avail legal assistance formulation and vetting of agreements for PPP projects and Concession Agreements for a period of two years, which can be extended for further period on mutually agreed terms. The kind of services involved and respective rates will be finalised in this RFP.

2.2 The list of 12 Major Ports is listed as **Annexure-I**. The RFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats for easy understanding, the document has been divided into following sections:

Section 1	-	Instructions to Consultants
Section 2	-	Terms of Reference (ToR)
Part I	-	Objective & Scope of Services
Part II	-	TOR related information, Terms & Conditions
Section 3		
Technical Proposal	-	Standard Forms & Other
Undertakings		
Financial Proposal	-	Standard Forms

Section 1

(Instructions to Legal Consultants)

Standard

1. Definitions

(a) “Employer” means the Ministry of Shipping, Government of India/ IPA /Major Ports which has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.

(b) “Consultant” means any interested Law firms/companies/agencies who submit their proposals for legal services that they may provide to the Employer under the Contract.

(c) “Contract” means a Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the assignment Specific Conditions (SC), and the Appendices.

(d) “Assignment specific information”, means such part of the Instructions to Consultants used to reflect specific assignment and its attendant information/ conditions.

(e) “Day” means calendar day.

(f) “Government” means the Government of India.

(g) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.

(h) “Personnel” means professionals and support staff provided by the Consultant or by any approved Sub-consultant and assigned to perform the Services or any part thereof.

- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (k) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job with the due approval of employer.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

2. Introduction

2.1 The Employer will select a consulting Law firm/organization (the Consultant) in accordance with the method of selection specified in the Part II of Section 2.

2.2 Detailed scope of the work has been described in the Terms of Reference in Section 2.

2.3 The date, time and address for submission of the proposals have been given in Section 1.

2.4 The Consultants are invited to submit their Proposal, for empanelment of consultant. The Proposal will be the basis for signed Contract with the selected Consultant.

2.5 The Employer will provide to the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant assignment data and reports.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

3.1 If the Consultant has formed a consortium of consultants, each member of the consortium of consultants shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the consortium of consultant shall be taken into account for evaluation purpose. If any member of the consortium of consultants is dropped at the RFP stage, such consortium of consultants is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short listing such consortium of consultants without considering the strength of the dropped member and if found eligible, may allow such consortium of consultants to submit their proposal.

3.2 A consultant may associate with other consultants and/or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the consortium/association of consultant shall be taken into account for evaluation purpose. However, the lead member of the consortium /association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the consortium/association of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract, etc.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Section 1 before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Section 1. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: A firm that has been engaged by the Employer to provide work or Assignment/job other than consulting Assignment/job for

a project and any of its affiliates, shall be disqualified from providing consulting Assignment/ job related to those works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, strategic studies, **Conflicting Assignment/job:** A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer.

Conflicting relationships: A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during

bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Each Consultant shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Preparation of Proposals

8.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, if a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a

Consultant who has not been technically qualified as a part of the application process of this RFP.

8.4 Consultants are required to submit their proposal in forms provided in Section 3. **Submission of the wrong type of Proposal will result in the Proposal being deemed non-responsive.** The Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form TP-1 in Section-3 is a sample letter of proposal which is to be submitted along with the proposal.

(a) A brief description of the consultant's organisation and in the case of a consortium/joint venture such description of each consortium member, will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each member thereof will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs, which shall be aggregated with that of the consultant for the purposes of evaluation. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of client confidentiality agreements, a self certification has to be provided by the Partner of the consultant.

(b) CVs of the Professional staff as mentioned above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TP-5 of Section 3).

(c) The firm shall be deemed to have given an undertaking to the IPA/Ministry of Shipping declaring that it shall have no conflict of interests in advising on each assignment

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

8.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. Format of Schedule of fees have been provided at FP-2. Consultant shall quote/indicate their fees in the said schedule, signed by the bidder on the said schedule itself and shall be submitted in separate sealed cover along with the bid documents.

9. Proposal Validity

The proposal shall be valid for 180 (one hundred and eighty)days from the date of opening of the proposal.

10.Taxes

The consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as Value added, services, income taxes, fees, levies, etc) on amount payable by the employer under the contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

Consultant shall express the price of their Assignment/Job in Indian Rupees.

12. Earnest Money Deposit (EMD) and Performance Guarantee

12.1 Earnest Money Deposit

- i. An EMD of Rs. 2,00,000.00 (Rupee Two Lakh only), in the form of Demand Draft(DD) drawn in favour of Indian Ports Association, payable at New Delhi has to be submitted alongwith the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within 45 days of award of job.

12.2 The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

12.3 Performance Guarantee

EMD of the successful bidder will be retained by the employer towards Performance Guarantee for entire validity period of empanelment. No interest will be paid performance guarantee.

13. Submission, Receipt and Opening of Proposal

13.1 The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP-1 of Section 3 & FP-1 of Section 3.

13.2 An authorized representative of the consultants shall initial all pages of the original Technical and Financial Proposals. **The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorize to sign.** The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE-10-06-2015, 3.00 PM”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

13.4 The Proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer no later than the time and the date

indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

14. Proposal Evaluation

14.1 from the time the proposals are opened to the time contract is awarded, the consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the consultant proposal.

14.2 The employer will constitute a selection Committee which will carry out the entire evaluation process.

14.3 Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

14.5 Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants' representatives who choose to attend.

15. Technical Negotiations

15.1 Technical negotiation will include a discussion to improve the organization and staffing. The employer and the Consultants will finalize the Terms of Reference, staffing Schedule, work schedule, logistics and reporting. These document will then be incorporated in the contract.

15.2 Availability of Professional/Staff/expert: Employer will require assurances that the Professional staff will be actually available

16. Award of Contract : After technical Negotiations, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.

17. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning short-listing shall not be disclosed to the consultants who submitted the proposal or to other persons not officially concerned with the process, until the publication of the approved short-list. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

18. Timelines and Schedule

The schedule for receipt of the application is as follows:-

1. Pre-bid meeting at 1230 Hrs on 26/05/2015
2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 10/06/2015.
3. Receipt of offers on or before 3.00 pm(1500 Hrs) on 10/06/2015
4. Opening of Technical offers at 1600 Hrs on 10/06/2015

19. RFP Document

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the website <http://ipa.nic.in>.

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website

In case, if RFP is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, In favor of Indian Ports Association shall be submitted along with bid.

20. Submission of Proposal

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted to

Managing Director,
Indian Ports Association,
1st. floor, South Tower, NBCC Place,
Bhisham Pitamah Marg,
Lodi Road, New Delhi – 110 003

The bids received after due date will be rejected and no action will be taken on these bids.

Section 2

(Terms of Reference)

PART I : Objective & Scope of Services

1. Scope of Work

1.1 Duties of the Law Firms:

- a) To review existing draft PPP agreements or concession agreements and make proposals for amendments giving cogent reasons for the same.
- b) To draft ppp agreements or concession agreements based on Model agreements give legal opinion to IPA/Ministry of Shipping/Major Port in their business related activities, drafting and/or vetting of Agreements, MoUs and Tender documents, RTI queries, legal notices, etc.
- c) To participate in discussions with the stakeholder as the Employer might require. The engagement shall be subject to Terms of Reference for Engagement of Law Firms as given in **Schedule –I of Section 2**

1.2 Out of Head-Quarter:

- a) If any personnel of the Consultant is required to go out of his headquarters in connection with any work within the scope of work herein on behalf of IPA/Ministry of Shipping/Major Ports, he will be entitled for daily fees as may be specified in the Contract for the days of his absence from headquarters, including the days of departure from, intervening holidays and arrival back at the headquarters, but no fees will be payable for the day of departure if he leaves the headquarters after the Court hours or for the arrival if he arrives at the headquarters before the Court hours.

- b) In addition to the daily fees, the Firm will be entitled to claim air travel by economy class or first or second class air-conditioned class by train , as may be available, and actual boarding and lodging expenses and local conveyance expenses.. The Firm has to take prior approval of competent authority in IPA/Ministry of Shipping/Major Ports before proceeding on such outstation assignment

PART II : TOR related information

1. Conditions under which this RFP is issued
 - i. This RFP is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it in its absolute discretion, feel it to be so necessary at any stage. 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 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.
 - ii. IPA 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
 - iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fess, expenses associated with any demonstration or presentations which may be required by IPA or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.

- iv. IPA reserves the right to withdraw this RFP, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IPA to bidders shall not be considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

2. Rights to the Contents of the Proposal

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of IPA and will not be returned after opening of the qualification proposal. IPA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. IPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3. Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4. Evaluation of Proposals

The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. Ministry of Shipping/IPA will constitute a Committee to evaluate the proposal and monitor the progress/completion of assignment.

5. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

6. Eligibility Criteria

- a) The Law Firms should have minimum five years' experience in dealing cases related to Maritime law, contract laws, taxation laws, employment laws, foreign exchange law, law relating to Infrastructure and land revenue, up to the level of High Court and the Partner of the firm should be registered with State Bar Council.
- b) Team leader should possess qualification as per Advocates Act 1961 and shall possess minimum five year of experience.(please submit the document support)
- c) The partners of the law firm should have never been penalized by any bar council in any disciplinary processing
- d) The Law Firms should hold a valid PAN and Service tax registration number. (Attach Photostat copies.)
- e) The Law Firms should have been empanelled at least in three(3) Government Departments /PSUs/Banks. (Documentary Evidence for the same needs to be enclosed.). Empanelment with any Major Ports will be of added advantage.

- f) The Law Firms shouldn't have been black listed/debarred by any institution of the Central or State Government or PSU in the last 3 years. (Attach a self-certificate.)

Condition of Eligibility of Firm

- g) To be considered for empanelment, the Applicant must fulfil the following conditions of eligibility:

(A) **Technical Capacity:** The Firm shall have, over the past 3 (three) years preceding the due date, undertaken a minimum of 5 (five) Eligible Assignments as described below:

Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, statutory authority, Major ports, or public sector entity in respect of review evaluation, dispute resolution process and/or preparation of concession agreements and other similar documents for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (a) An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 100 crore (Rupees one hundred crore) in case of a project in India, and US \$ 50 million (US\$ fifty million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (**the “PPP Projects”**); or
- (b) an assignment relating to rules, regulations, orders, appraisal, dispute resolution, or any other matter pertaining to infrastructure, land acquisition, but only if the payment of professional fee to the

Firm was at least Rs. 50,000 (Rupees fifty thousand) (the “**Regulatory Projects**”); or

- (c) an infrastructure project having an estimated capital cost (excluding land) of at least Rs. 100 crore (Rupees one hundred crore) in case of a project in India, and US \$ 50 million (US\$ fifty million) for projects elsewhere, provided that the payment of professional fee to the Firm was at least Rs. 5 lakh (Rupees five lakh) in case of a project in India, and US \$ 25,000 (US\$ twenty five thousand) for any infrastructure project elsewhere (the “**Other Projects**”).

(B) **Financial Capacity:** The firm shall have received a minimum of Rs. 1 crore (Rs. one crore) per annum as professional fees during each of the three financial years preceding the PDD viz. 2011-12, 2012-13 and 2013-14. For the avoidance of doubt, professional fees hereunder refers to fees received by the Firm for providing advisory or consultancy services to its clients and shall not include any amounts received by way of reimbursement or fee for payment to external counsels, senior advocates or external professional retained by the firm for its clients.

(C) **Availability of Personnel:** The firm shall undertake to make available the personnel meeting the requirements specified below during the period of contract:

Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Legal Expert	Bachelor in law or equivalent	10 years	He should have 10 years experience in commercial contracts. He should have led the legal teams for not less than four Eligible Assignments.
One/two Associate Layers(s)	Bachelor in law	3 years	He should have worked as an Associate Lawyer for not less Lawyer(s) than two Eligible Assignments.

7. Self Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal

- i. A certificate by Partner of the consulting confirming the empanelment of the firm by Govt/Banks/PSU, giving names of organisations, period of empanelment and specific area of expertise for which empaneled along with documentary proof like letter of empanelment(LOE)/ engagement letter from client.
- ii. Applicable Registration Certificate .
- iii. Detailed resume of the team leader and team members, including outside experts along with their signed letters of consent, indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue (audited annual account) from consultancy during last three years.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- vii. Duly filled check list as given in Annexure II of the RFP.

8. Proposal Submission

While submitting the Technical Proposal, the consultant shall ensure that the consultant meets the Conditions of Eligibility. Failure to comply the condition of Eligibility, shall make the Proposal liable to be rejected.

Interested consultant should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1 i.e. Timeline and Schedule.

The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”. Financial Proposal should indicate a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both the envelopes containing the Technical and Financial

proposals shall be placed into an outer envelopes and sealed along with EMD. This outer envelope shall bear the title of the assignment “Appointment of Strategy & Programme Management Consultant for “**empanelment of law firms for legal consultancy for Documentation and Concession Agreements for PPP Projects**”.

I. Technical Proposal Content

Technical proposal should be prepared considering the Terms of Reference, and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms & Other Undertakings.

Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

II. Financial Proposal Content

- a) Financial proposal (in Indian Rupees) should be in the form of price schedule in the prescribed proforma inclusive of all taxes for the entire Scope of Services.
- b) Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms

9. Evaluation of Proposal

- i. Each Proposal, which pre-qualifies in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 70 as per the scoring criteria mentioned below, then the bidder will not qualify for further consideration. After the process of evaluation a regional merit list will be prepared for north, west, south and eastern regions. The top scorers out of those having scored minimum 70 score will be considered for award of contract, subject to number of firm required in the panel. The size of each panel will be as per the sole discretion of IPA.

- ii. Prior to evaluation of Proposals, the employer will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) it is received in the specified format;
 - (b) it is received by the due date including any extension thereof;
 - (c) it is signed, sealed and marked as stipulated;
 - (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.
- iii. IPA reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the IPA in respect of such Proposals.
- iv. The Proposal will be evaluated on the basis of the experience of the Firm. Only those Firms whose Proposals score 70 points or more out of 100 shall qualify for consideration.
- v. The scoring criteria to be used for evaluation shall be as follows.

S.No	Description	Marks
1.	Past relevant experience of the Consultant in last three years	70
1.1	<p>Past relevant experience of consultancy in terms of no. of eligible assignments (Max. Marks - 50)</p> <ul style="list-style-type: none"> • Number of assignments: 15 (30 Marks) <p>Note : For <u>each</u> additional eligible assignment, additional 2 marks will be given</p> <p>Marks will be awarded based on documentary proof of assignments of consultancy, enclosed along with the Technical proposal.</p>	

1.2	Empanelment with Port for eligible assignment (Max Marks – 5) <ul style="list-style-type: none"> • Major Ports (5 Marks) • Other Ports (3 Marks) 	
1.3	Comparative size and quality of Eligible Assignment (Max Marks – 10) <p>A. PPP/Other Projects(in INR)</p> <ul style="list-style-type: none"> i. Estimate Capital cost : > or =100 Crs – 5 Marks ii. Estimate Capital cost : > or =150 Crs – 8 Marks iii. Estimate Capital cost : > or =200 Crs – 10 Marks <p>OR</p> <p>B. Regulatory Projects (in INR)</p> <ul style="list-style-type: none"> i. Professional Fee : > or = Rs 50,000 – 5 Marks ii. Professional Fee : > or =Rs 75,000 – 8 Marks iii. Professional Fee : > or =Rs 1,00,000 – 10 Marks <p>Total number of Eligible assignments under the following combination shall be fifteen (15) :</p> <ul style="list-style-type: none"> • A(i) and/or B(i) • A(ii) and/or B(ii) • A(iii) and/or B(iii) 	
1.4	Other Similar work in the infrastructure Sectors (Max Marks – 5) <ul style="list-style-type: none"> • Number of assignments: 1 (3 Marks) • Number of assignments: 2 (4 Marks) • Number of assignments: 3 and above(5 Marks) 	
2	Qualification and experience of Team Proposed for the assignment	15
2.1	Team leader - One (Max. Marks-10) <ul style="list-style-type: none"> • Minimum qualification – as per Advocate Act 1961 (8 Marks) • Post-Graduation/Doctorate in Law (10 Marks). 	
2.2	Sr Associate/Advisor/Principal – Min One (Max. Marks-5) <ul style="list-style-type: none"> • Minimum qualification – as per advocate act 1961 (4 Marks) • Post-Graduation/Doctorate in Law (5 Marks) 	
3	Overall Average Annual Turnover(in INR) of last three year – (Max Marks – 15) <ul style="list-style-type: none"> • Average Turn Over : INR One Crs (10 Marks) <p>Every additional INR 20 Lakhs upto INR Two (2) Crore, one (1) Mark will be given.</p>	15
	Total	100 Marks

- a) Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation /selection criteria.
- b) In second stage, the financial bids of all applicants who secure 70% or more marks in technical evaluation shall be opened and the schedule of fees shall be determined by the committee for the assignment.

Note : Consultant shall submitted the self-evaluation sheet as per above criteria along with Technical Proposal with proper page numbering for supporting documents.

Negotiation and Empanelment:

- vi. After the schedule of fees is determined, all the other Applicants whose financial bids have been opened shall be called upon to match the schedule of fees. All the Applicants who agree to carry out the proposed assignment at the schedule of fees offered shall be considered for empanelment.

10. Payment Terms

10.1 Employer shall cause the payment due to the Law Firm to be made within 30 (thirty) days after the receipt by the employer of duly completed bills with necessary particulars.

10.2 All payments under this Agreement shall be made to the account of the Law Firm as may be notified to the Planning Commission by the Law Firm.

10.3 No advance payment shall be admissible.

10.4 TDS will be deducted as applicable.

11. Penalty for error/variation:

In case any error or variation is detected in the reports submitted by the Law Firm and such error or variation is the result of negligence or lack of due diligence on the part of the Law Firm, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Law Firm from payments due to him

by way of penalty, subject to a maximum of 50% (fifty percent) of the fee for the respective project.

12. Liquidated Damages for delay:

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2.5% (two point five percent) of the assignment value per day and shall be recovered from the payment due to the Legal Adviser for that assignment. However, in case of delay due to reasons beyond the control of the Law Firm, suitable extension of time shall be granted.

13. General Terms and Conditions

- (i) Information provided to the consultant is confidential in nature. The consultant should not share the information without IPA permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with the Proposal.
- (ii) At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- (iii) The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- (iv) Rates quoted shall remain firm till completion of empanelment.
- (v) The empanelment made by IPA is intended to be used by all Major Ports, Ministry of Shipping and IPA, which will be valid for two years from the date of original empanelment or any date stated in the empanelment letter. Empanelment can be extended for further period on mutual consent.
- (vi) The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- (vii) The bidder should be registered under relevant Laws/Acts of the country.

- (viii) In case of any dispute arising, the decision of the IPA will be final.
- (ix) Consultant should have regular setup of a team of persons having sufficient legal experience as per scope of work.
- (x) If there is any change in the key personnel or team lead, it should be brought to the notice of IPA immediately for considering either to accept such changes or otherwise. The details of qualification, experience, etc of such key personnel when there is change and if they are replaced with the equivalent level of qualification, etc, the same shall be intimated. In case the change of personnel/professional is ultimately not acceptable to IPA, the firm will not continue to be empanelled.
- (xi) During the empanelment period, if the performance of consultant is not satisfactory, his name will be struck off from the panel list and security deposit shall be **forfeited**, which will as per sole Judgment of IPA.
- (xii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
 - a. Made untrue or false representation in the form, statements required in the application document.
 - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- (xiii) **Right to accept or reject any or all proposals**
 - a. Notwithstanding anything contained in this document, the IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - b. 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/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

(xiv) Fraud and corrupt practices

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

Schedule – I

Terms of Reference for Engagement of Law Firm

1. The Firm would undertake a detailed desk review of the contractual/concession agreements, received for from various ministries, states and statutory entities in accordance with the guidelines for financial support to Public Private Partnerships (PPP) in Infrastructure and also proposals received for central sector PPP projects in accordance with the guidelines on formulation, Appraisal and Approval of PPP Projects.
2. The firm would suggest amendments to specific articles/clauses for safeguarding the interest of the Government/ statutory entity and the users, as the case may be, and conforming to the guidelines issued for funding projects under VGF by Government of India and also the central sector PPP projects.
3. The firm would suggest alternative formulations, wherever necessary, for specific articles/clauses with the purpose of establishing that concession agreements are in accordance with best practices and applicable laws.
4. The firm should ensure that the concession agreements allocate legal, financial and other risks in such a fashion that the government or statutory entity granting the concession does not at a future date become liable to pay compensation or damages for any unintended/unidentified risk. In the unlikely event that such a liability arises, the firm shall suggest provisions that safeguard public interest including the interests of users of the infrastructure.
5. The firm would suggest provisions that would ensure that the agreements are in line with the global best practices, and that such agreements when operationalised shall attract the required amount and quality of private investment at reasonable cost and risk levels.
6. The firm will also advise on specific issues referred to them by the Secretariat for Infrastructure or any other related issues regarding concession agreements/ documents.
7. The firm shall be deemed to have given an undertaking to the Planning Commission declaring that it shall have no conflict of interests in advising on each assignment. Three months after completing an assignment, the firm shall be free to advise any client on matters unrelated to the assignment concerning which the

documents are reviewed by it for the Planning Commission.

8. The firm will be required to submit their comments/ advice on the documents/concession agreements etc. referred to them by the Secretariat for Infrastructure within a period of ten working days.
9. The Legal Adviser shall make a brief presentation and discuss the draft comments within 7 working days of receiving the assignment. This may take about two hours for category A assignments and one, four and eight hours for Categories B, C and D respectively.

Section 3

(Technical Proposal-Standard Forms)

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & Suggestions on TOR

Form TP 4: Curriculum vitae

Form TP 5: Information regarding any conflicting activities and declaration thereof.

Technical Proposal-Other Undertakings

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. Undertaking stating that
“Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award.”
3. Undertaking stating that
‘I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.’
4. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the empanelment of Law Firms in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in Section 1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address :

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A- Consultant's Organization

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

B- Consultant's Experience

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

(A) Abstract of Eligible Assignments of the Firm and areas of experience[#]

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$	Professional fee ^{##} received by the Firm (in Rs. lakh) [£]
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
	Areas of Experience:			

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

Exchange rate should be taken as Rs. 60 per US \$ for conversion to Rupees.

£ In the event that the Firm does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: “Above Rs. 5 (five) lakh” in respect of a other Projects.

* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-TP-2A of Section 3..

B) Financial Capacity - Gross Annual Revenue (Rs in Crore`)

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2011-12			
2012-13			
2013-14			

C) Availability of Personnel - Skill & Competencies & Team Size

SL. No.	Name of the Team Leader/Member	Qualification/ Professional qualification	No of Years Experience	Details of Experience	Remarks

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. copy of work order, contract, empanelment letter and completion certificate for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Eligible Assignments of Firm^{\$}

Name of Firm:	
Name of the Project:	
Length in km or other particulars	
Nature of Assignment (PPP Project regulatory	
Description of services performed by the Firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's	
Estimated capital cost of Project (in Rs. lakh or US\$ million):	
Payment received by the Firm as professional fees (in Rs. lakh) [£] :	
Start date and finish date of the services	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 60 per US \$ for converting to Rupees.

\$ See clause 6(g) of the RFP

£ In the event that the Firm does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of other Projects.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
FACILITIES TO BE PROVIDED BY THE EMPLOYER**

1. On the Terms of Reference

[suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve the ToR for empanelment of Law firms (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal]

2. On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer including : administrative support, office space, data etc.]

Section 3

(Financial Proposal-Standard Forms)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for empanelment of Law Firms for legal consultancy

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal i.e Schedule of fees is given at FP -2. This amount is inclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 9 of Section 1

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

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

Schedule of Fees

Particulars	Fee per hour (Rs)	Remarks
Conference/Opinion/ Desk work/study		
Partner		
Sr Associate/Advisor /Principal		
Jr Associate		
Appearance in Courts		
Partner	(effective hearing) (non-effective hearing)	
Sr Associate/ Advisor/Principal	(Effective hearing) (non-effective hearing)	
Jr Associate	(effective hearing) (non-effective hearing)	Unless there is an unforeseen adjournment, only Jr Associate should attend non effective hearing
Cost of Filing of Documents/Obtaining Copies	At actuals	
Out of pocket expenses like attestation, stamping etc,	At actuals	
Out-Station	Rate mentioned above will be paid as daily rate	

Notes:

- i. In case of matters submitted for opinion/desk work/ study etc the firm is required to submit an estimate of time of each category of legal resources to be utilised and should commence the work after receipt of prior approval. Any increase will not be allowed at a later date, whereas if the resources utilised are lower than the estimate, the firm will bill at actuals.
- ii. In case there are similar matters involving substantially same material points of fact and law, the firm shall be entitled to 25% extra for the second matter onwards for four addition matters besides the first and for 10% extra for 5th matter onwards. If any of such matters are heard in separate courts then full fees for appearance will be liveable.

- iii. No local transport cost, clerkage, typing, cost of stationery, telephone expenses etc will be allowed besides the above fee. Travel in twin cities line Mumbai-JNPT-Navi Mumbai of Delhi-New Delhi-NCR shall be considered as local.
- iv. In case the firm finds it necessary to engage outside lawyers for obtain opinion on any matter or for appearance in courts, arbitration/conciliation proceedings etc, it shall send its proposal for prior approval before making an engagement. The cost of such engagements shall be separately borne by the employers.
- v. Taxes like VAT, Service Tax, as applicable, shall be paid by the employers in addition to the above schedule.

List of Major Ports

- 1) Kolkata Port Trust (KDS & HDC)
- 2) Paradip Port Trust
- 3) Visakhapatnam Port Trust
- 4) Ennore Port Ltd
- 5) Chennai Port Trust
- 6) V.O. Chidambaranar Port Trust
- 7) Cochin Port Trust
- 8) New Mangalore Port Trust
- 9) Mormugao Port Trust
- 10) Jawaharlal Nehru Port Trust
- 11) Mumbai Port Trust
- 12) Kandla Port Trust

Check list of Documents

The bids shall be accompanied with the followings:

1). DD/ Pay order towards EMD(Rs 2,00,000/-), Document fee(Rs 10,000/-)	Yes/No
2). Applicable Firm registration certificate/copy of PAN / copy of Service tax registration	Yes/No
3). Copy of Work Orders/ LOE/engagement letter	Yes/No
4). Copy of completion certificates along with value/Self-certification	Yes/No
5). Resume of Team Leader & Team members with supporting documents and undertaking to maintained the team during assignment	Yes/No
6). Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	Yes/No
7). Authority Letter/ Power of Attorney , if any	Yes/No
8). Duly Audited copy of Annual Accounts of Last three years	Yes/No
9). Undertaking regarding Non Disclosure	Yes/No
10). Undertaking regarding non- failure to perform	Yes/No
11). Duly filled format(as given in Technical bid with Self Evaluation sheet & Financial bid)	Yes/No