



## **Infrastructure Corporation of Andhra Pradesh Limited (INCAP)**

### **NOTICE INVITING COMPETITIVE BIDS REQUEST FOR PROPOSAL (RFP)**

#### **For Selection of Technical Consultancy firm**

**For Preparation of  
Detailed Project Report (DPR)  
For  
Development of Greenfield Port at  
Machilipatnam in Krishna District**

**(October 2018)  
(PROPOSAL DUE DATE: 13-11-2019)**

**Mode of Selection: Quality cum Cost based Selection (QCBS)**

**Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)  
# D.No. 7-104, A Block, I floor, Sri  
Anjaneya Towers, N.T.T.P.S Road,  
Ibrahimpattanam- 521456  
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Web: [www.incap.co.in](http://www.incap.co.in)**



**Infrastructure Corporation of Andhra Pradesh Ltd.**  
(Under the control of Department of Industries, Infrastructure,  
Investment & Commerce, GoAP)



**NOTICE INVITING  
COMPETITIVE BIDS**

**Preparation of Detailed Project Report for development of  
Greenfield Port at Machilipatnam (Krishna District) of  
Andhra Pradesh**

**RFP Notice No. INCAP/P/ Dev. of Machilipatnam Port/DPR/18/2019 Dt: 29-10-2019**

Infrastructure Corporation of Andhra Pradesh (INCAP), under the control of Department of Industries, Infrastructure, Investment & Commerce, GoAP, is the nodal agency to provide transaction advisory services for development of non-major ports in Andhra Pradesh. INCAP invites proposals from technical consultants of global repute to prepare Detailed Project Report for development of Greenfield Port at Machilipatnam in Krishna District.

This RFP document can be downloaded from the website - [www.incap.co.in](http://www.incap.co.in). Interested Applicants are required to submit their proposals as per the schedule indicated below. Applicants may please note that all other details including any date extensions, clarifications, amendments, corrigendum etc., will be uploaded only on the above website and will not be published in News Papers.

**Sd/-**

**Chairman & Managing Director, INCAP**

**For any queries please send e-mail to: [incap@incap.co.in](mailto:incap@incap.co.in)**

**INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH (INCAP)**  
**# D.No. 7-104, A Block, I floor, Sri Anjaneya Towers, N.T.T.P.S Road,**  
**Ibrahimpattam- 521456, Email: [incap@incap.co.in](mailto:incap@incap.co.in).**

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**Selection of Technical Consultancy Firm for Preparation of Detailed Project Report  
for development of Greenfield Port at Machilipattam**

**Notice No. INCAP /P/Dev. of Machilipattam Port /18/2019, Date: 29/10/2019**

**REQUEST FOR PROPOSAL DOCUMENT**

Proposals in the prescribed format are invited from suitable Applicant(s) to prepare Detailed Project Report for development of Greenfield Port at Machilipattam

1	Name of the Consultancy assignment	<b>Preparation of Detailed Project Report for Development of Greenfield Port At Machilipattam</b>
2	Last date & time for submission of Proposal (Proposal Due Date) (PDD)	<b>15.00 Hours IST on 13-11-2019</b>
4	Date & time for opening of Part I Technical Proposal	<b>16.00 Hours IST on 13-11-2019</b> in the Office of Infrastructure Corporation of Andhra Pradesh, <b># D.No. 7-104, A Block, I floor, Sri Anjaneya Towers, N.T.T.P.S Road, Ibrahimpattam- 521456</b>
5	Date and Time of opening of Part II- Financial Proposal	To be intimated later, only to the technically qualified applicants.
6	Bid Security (Refundable)	Rs.5,00,000/- (Rupees five lakh only)  In the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the INCAP Ltd., payable at Vijayawada. The Bid Security shall remain valid for 3 months.

Note: Validity of Proposal shall be 120 days from PDD.

**Acknowledgement:**

This document shall be returned duly signing each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Proposal process for the selection of **Technical Consultant to prepare Detailed Project Report for development of Greenfield Port at Machilipatnam** and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

**Signature of the issuing Authority**

Chairman & Managing Director  
Infrastructure Corporation of Andhra Pradesh Ltd.  
(INCAP)  
# D.No. 7-104, A Block, I floor, Sri Anjaneya Towers,  
N.T.T.P.S Road, Ibrahimpatnam- 521456  
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Web: [www.incap.co.in](http://www.incap.co.in)

***Disclaimer***

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of INCAP 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 INCAP 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 INCAP 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 INCAP, 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. INCAP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

INCAP, 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.

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

INCAP 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 INCAP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and INCAP 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 INCAP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and INCAP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## GLOSSARY

Additional Costs	As defined in Clause 6.1.2 of Schedule-2
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security Agreement	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1
Consultancy	As defined in Clause 2.3.1
Consultancy Team	As defined in Clause 1.2
Consultant	As defined in [Paragraph 8] of Schedule-1
CV	As defined in Clause 1.2
Deliverables	Curriculum Vitae
Documents	As defined in Paragraph 4 of Schedule-1
Effective Date	As defined in Clause 2.12
Eligible Assignments	As defined in Clause 2.1 of Schedule-2
Expatriate Personnel	As defined in Clause 3.1.4
Detailed Project Report	As defined in Clause 1.1.1(i) of Schedule-2
Financial Proposal	As specified in [Paragraph 4(I)] of Schedule-1
Form of Agreement	As defined in Clause 2.15.1
INR, Re, Rs.	Form of Agreement as in Schedule-2
INCAP	Indian Rupee(s)
Inception Report	As defined in Clause 1.1.1
Key Personnel	As specified in [Paragraph 4(A)] of Schedule-1
Lead Member	As defined in Clause 2.1.4
LOA	As defined in Clause 2.1.1
Lump Sum Payment	Letter of Award
MCA	As defined in Paragraph 11.2 of Schedule-1
Member	As defined in Clause 1.1.3
Official Website	As defined in Clause 2.3.3 (a)
Personnel	As defined in Clause 1.11.2
Professional Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Prohibited Practices	As defined in Clause 2.14.6
Project	As defined in Clause 4.1
Project Manager	As defined in Clause 1.1.1
Proposal	As defined in Clause 4.6 of Schedule-2
Proposal Due Date or PDD	As defined in Clause 1.2
Resident Personnel	As defined in Clauses 1.5 and 1.8
	As defined in Clause 1.1.1(o) of Schedule-2

RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar

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



# **Invitation for Proposal**

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# 1 INTRODUCTION<sup>§</sup>

## 1.1 Background

1.1.1 The Directorate of Ports, AP Ports Department (the “**Authority**”) is engaged in the development of port infrastructure and as part of its endeavour, the Authority has decided to undertake development of Greenfield port at Machilipatnam (the “**Project**”). Infrastructure Corporation of Andhra Pradesh (INCAP) (the “**Transaction Advisor**”), under the control of Department of Industries, Infrastructure, Investment & Commerce, GoAP, is the nodal agency to provide transaction advisory services for development of non-major ports in Andhra Pradesh

1.1.2 With a view to inviting bids for the Project, the Authority has decided to take up preparation of Detailed Project Report study for developing Greenfield port Machilipatnam in Andhra Pradesh.

1.1.3 In pursuance of the above INCAP has decided to carry out the process for selection of a reputed Technical Consultant for preparing the Detailed Project Report for Machilipatnam Port in Andhra Pradesh which will cover aspects such as data collection, Review of Traffic Demand and Forecast, Port Master Plan Layout, Design of Marine Structures, Design of Land Structures, Internal Infrastructure in the Port, External Infrastructure in the Port, Assessment of Land Required for Port Development, Advice on Port Crafts and Cargo Handling Equipment, Project Cost Estimates, as per Standard Schedule of Rates (SoR) of GoAP for the year 2019-20 Tariff and Revenue estimates and Financial Analysis, Project Implementation Schedule & Preparation of Tender documents including Good for Construction (GFC) drawings for Bidding Process. The Technical Consultant shall prepare the Detailed Project Report in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.1.3 A brief description of the proposed Machilipatnam Port site (Location) –

- Location of the Port:
- The port is located at a latitude 16° 12' N and longitude 81° 12'48'' E in the East Coast of India in Krishna District of AP State. This location is about 366km

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### <sup>§</sup> Instructions for Applicants

**Note 1:** Blank spaces contain formats that are to be used by the Applicant.

**Note 2:** Footnotes marked “\$” in the relevant Clauses of the RFP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals.

south of Visakhapatnam Port. The port is well connected with road and rail network.

- No commercial harbour is in operation at present.
- An indicative map of the site is attached
  
- Road Linkages:  
The port is located 65 km away from Vijayawada and the port is well connected with a network of roads i.e., National Highway 65, 216 and 216A.
  
- Rail Linkages:  
Machilipatnam railway station is connected by rail to the national network via Vijayawada and Machilipatnam line which takes off from Gudivada. With the above, rail connectivity is available from Machilipatnam both towards Vijayawada and towards east via Bhimavaram and Nidadavole.
  
- This port has potential of getting cargo such as Coal, container, liquid cargo and other general cargo etc., to service hinterland after creation of the port and navigational facilities.

#### 1.1.4 A brief description of the proposed Machilipatnam Port site –

- Geographical Location
  - a) The proposed site for port development is located about 8 km from Machilipatnam town, the district headquarters of Machilipatnam.
  - b) Geographical coordinates of proposed port site are 16°12' N latitude and 81°12'48"E longitude and 4 kilometer north of the old Machilipatnam Port.
  - c) An indicative location of the site is attached
  
- Hinterland Connectivity
  - a) Road: Machilipatnam is well connected to the National Highways. The road distance from Vijayawada is 65Km. The NH-65 connecting Pune to Machilipatnam passes through Hyderabad and Vijayawada towns. The NH-216A also passes through Machilipatnam which gives further connectivity to NH-5 and NH-216 .
  - b) Rail: The nearest Railway station from the Port location is 'Machilipatnam' itself and Pedana Railway station also closer to the port location. These stations are falling under South Central Railway, and connects hinterland seamlessly.
  - c) Air: Nearest Airport is Vijayawada (70km).
  
- Land requirements
  - a) Required land for the development of Port taken over from the District Revenue Authorities.

- Construction material
  - a) Granite stones of good quality are available near Vijayawada/ Ibrahimpatnam area within a distance of 100 to 120 kms.
  
- Eco sensitivity
  - a) Mangrove and associates, and corals are not present in the project site. Prima-facie site is free from sensitive ecological features which may prohibit port development
  
- Environmental Parameters
  - a) **Water Availability** – The annual normal rainfall in Machilipatnam is 959 mm. Water Resources Department, GoAP earmarked 5.0 MLD of water from Tarakaturu Reservoir.
  - b) **Hydrogeology** – The area is covered with top layer of sand upto about 6m followed by stiff/ hard clay.
  - c) **Climate** – The climate is hot and humid with marked monsoonal effect. Temperature varies between 14°C to 46.5°C.
  - d) **Power Availability** – Power can be withdrawn from the existing 220KV substation at Gudivada which is about 45km from port site. For construction phase, power can be drawn from sub-station from Machilipatnam town.



## 1.2 Request for Proposals

INCAP (the “**Transaction Advisor**”) invites proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare a Detailed Project Report for development of the Greenfield Port at Machilipatnam.

### **1.3 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the INCAP.

### **1.4 Release of RFP Document**

The RFP document will be made available in the website of INCAP from the date of publication of RFP notification.

#### **1.4.1 Proposal Processing Fee**

The Applicant needs to furnish, as part of its Proposal, a fee of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of INCAP Ltd., payable at Vijayawada towards non-refundable Proposal processing fee (the “Proposal Processing Fee”). The Proposal Processing Fee shall have its validity up to 30 (thirty) days from the Proposal Due Date (the “PDD”).

### **1.5 Validity of the Proposal**

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

### **1.6 Brief description of the Selection Process**

INCAP has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicants will be kept in reserve.

### **1.7 Currency conversion rate and payment**

1.7.1 For the purposes of technical evaluation of Applicants, INR 70 (Rupees Seventy) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign

currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

### 1.8 Schedule of Selection Process

INCAP would endeavour to adhere to the following schedule:

	<b>Event Description</b>	<b>Date</b>
1.	Last date for receiving queries/clarifications	1500 hours IST 02-11-2019
3.	INCAP's response to queries	06-11-2019
4.	Proposal Due Date or PDD	1500 hours IST 13-11-2019
5.	Opening of Part I - Technical Proposals	1600 hours IST 13-11-2019
6.	Validity of Applications	120 days of Proposal Due Date

### 1.9 Intentionally Deleted

### 1.10 Intentionally Deleted

### 1.11 Communications

1.11.1 All communications including queries, submission of Proposal in hard copies in response to this RFP through registered post/speed post/ courier or hand delivered, should be addressed to:

The Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Ltd.,  
# D.No. 7-104, A Block, I floor, Sri Anjaneya Towers,  
N.T.T.P.S Road , Ibrahimpatnam- 521456  
Email: [incap@incap.co.in](mailto:incap@incap.co.in)

The Consultants are advised in their own interest to ensure that completed Proposal reaches the office of client at the address mentioned well before the dates stipulated in the document. Proposals submitted through Speed post/ Registered Post / Courier / Hand delivered shall be accepted. Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected.

Proposals received after the date and time stipulated in this RFP shall not be considered and shall be summarily rejected. INCAP shall not be responsible for delayed receipt of proposals.

The Official Website of the INCAP is: <http://www.incap.co.in>. All details including this RFP document, any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., in respect of this notification will be uploaded only to the website of INCAP and will not be published in Newspapers



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

**NOTICE NO. INCAP /P/DEV.OF MACHILIPATNAM PORT/18/2019, DATE:29/10/2019**

**PROPOSAL FOR SELECTION AS TECHNICAL CONSULTANT FOR  
PREPARATION OF DETAILED PROJECT REPORT FOR  
DEVELOPMENT OF GREENFIELD PORT AT MACHILIPATNAM  
PORT IN ANDHRA PRADESH**

## 2 INSTRUCTIONS TO APPLICANT

### A. GENERAL

#### 2.1 *Scope of Proposal*

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by INCAP through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the INCAP’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Chapter-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into agreement with the Authority.

#### 2.1.4 **Key Personnel**

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

<b>S.No</b>	<b>Key Personnel</b>	<b>Responsibilities</b>
<b>1.</b>	<b>Port sector Expert-cum-Team Leader (the “Team Leader”)</b>	He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Detailed Project Report.
<b>2.</b>	<b>Technical Expert (Civil)</b>	He will be responsible for finalizing the design /Technical parameters for the project facilities and services.
<b>3.</b>	<b>Technical Expert (Mechanical)</b>	He should be responsible for finalization of operations/equipment relating to Port

S.No	Key Personnel	Responsibilities
4.	Traffic Expert	He will be responsible as stipulated in TOR
5.	Surey Expert	He would be responsible for designing and planning for logistic infrastructure like rail and road connectivity and storage area within the port area.
6.	Financial Analyst	He will be responsible for financial analysis and modelling of the proposed Project.

## 2.2 Conditions of Eligibility of Applicants

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

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

- (A) **Technical Capacity:** The Applicant shall have, over the past 7 (seven) years preceding the date of issue of this document (RFP) undertaken a minimum of 4 (four) successfully completed TEFRs/ DPRs of development greenfield ports along the coastline in the State of Andhra Pradesh (Eligible assignment)
- (B) **Financial Capacity:** The Applicant shall have received an average income of Rs.5 Crore (Rs. Five Crore) per annum from professional fees during each of the 5 (five) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients on Greenfield Port Projects only.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

S.No	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
1.	Port sector Expert-Team Leader (the “Team	Graduate /Post graduate in Civil Engineering	15 years	He should have led the feasibility study teams for minimum

S.No	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
	Leader”)			5 (five) Port Sector Eligible Assignments, especially in greenfield port projects.
2.	<b>Technical Expert (Civil)</b>	Post graduate in Ocean Technology/Marine Engineering/Marine Structures.	7 years	He should have worked as a Design Engineer for marine related works of which atleast 5 (five) should be Eligible Assignment.
3.	<b>Technical Expert (Mechanical)</b>	Graduate in Mechanical Engineering	7 years	He should be conversant with installation of latest equipment relating to Port of which atleast 5 (five) should be an Eligible Assignment.
4.	<b>Traffic Expert</b>	PG in Economics / statistics	7 years	He should have conducted Traffic analysis for ascertaining the traffic potential of Port in which atleast 5 (five) should be an Eligible Assignment
5.	<b>Survey Expert</b>	Graduate in Civil Engineering	7 years	He should have experience in topography and bathymetry survey for at least 5 (five) Eligible Assignments
6.	<b>Financial Analyst</b>	Chartered Accountant/ ICWA / MBA/Financial Management Specialization	7 years	He should have undertaken financial analysis and revenue modeling for 5 (five) Eligible

S.No	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
				Assignments

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>§</sup> stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD as per format at Form-5 of Appendix-I and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application/ Proposal is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### ***2.3 Conflict of Interest***

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to

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<sup>§</sup> No separate annual financial statements should be submitted.

have a Conflict of Interest shall be disqualified. In the event of disqualification, INCAP shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to INCAP for, *inter alia*, the time, cost and effort of INCAP including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to INCAP hereunder or otherwise.

2.3.2 The Authority/INCAP requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's/INCAP 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/INCAP.

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

- (a) the Applicant, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five 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 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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such

person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity 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 other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its 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 sub-section (72) of section 2 of the Companies Act, 2013. 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.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

#### **2.4 *Number of Proposals***

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

It is clarified that, in response to this RFP, INCAP seeks only single proposal, from the interested eligible applicants, for providing the Consultancy Services for Machilipatnam.

#### **2.5 *Cost of Proposal***

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visit to INCAP/Authority, Project site etc. The



Authority/INCAP will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 *Site visit and verification of information***

To obtain first-hand information on the assignment, if need be, the consultant may make site visits of locations, visit to the office of Authority/INCAP before submitting the proposal. Please note that the expenditure incurred towards cost of preparing the proposal and negotiating the contract, including the site visits, are not reimbursable as a direct cost of the assignment.

## **2.7 *Acknowledgement by Applicant***

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the INCAP;
- 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 INCAP or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations 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.

2.7.2 INCAP 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 INCAP.

## **2.8 *Right to reject any or all Proposals***

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, INCAP 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 INCAP, the supplemental information sought by INCAP 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 INCAP reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of INCAP, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

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

#### **Request for Proposal**

1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation
4	Fraud and corrupt practices
5	Miscellaneous
	<b>Schedules</b>
1	<b>Terms of Reference</b>
2	<b>Guidance Note on Conflict of Interest</b>
	<b>Appendices</b>
	<b>Appendix-I: Technical Proposal</b>
	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-8A: Abstract of Eligible Assignments of Applicant – Category 1 – Completed eligible projects in ports sector
	Form-8B: Abstract of Eligible Assignments of Applicant – Category 2 – Ongoing eligible projects in ports sector
	Form-9: Abstract of Eligible Assignments of Key Personnel

	Form-10: Eligible Assignments of Applicant
	Form-11: Eligible Assignments of Key Personnel
	Form-12: Curriculum Vitae (CV) of Key Personnel
	Form-13: Deployment of Personnel
	Form-14: Survey and Field Investigations
	Form-15: Proposal for Sub-Consultant(s)
	<b>Appendix-II: Financial Proposal</b>
	Form-1: Covering Letter
	Form-2: Financial Proposal
	Form-3: Estimate of Personnel Costs
	<b>Appendix-III:</b> Comments and suggestions on the terms of reference, counterpart staff, and facilities to be provided by Authority

## **2.10 Clarifications**

2.10.1 Applicants requiring any clarification on the RFP may send their queries to INCAP in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

**"Queries concerning RFP for Preparation of the Detailed Project Report for Development of the greenfield port at Machilipatnam"**

INCAP 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. INCAP will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 INCAP reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging INCAP to respond to any question or to provide any clarification.

## **2.11 Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Proposal, INCAP may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment.

2.11.2 The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, INCAP may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

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

### **2.13 Format and signing of Proposal**

2.13.1 The Applicant shall provide all the information sought under this RFP. INCAP would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Technical Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Technical Proposal (and its copy) and the Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

- (d) by the Authorised Representative of the Lead Member, in case of consortium.

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

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by INCAP, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, INCAP reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

#### **2.14 Technical Proposal**

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

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

- (a) Bid Security and Proposal Processing Fee.
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) the CVs have been recently signed and dated (signed and dated after the issue of this RFP) in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Key Personnel & Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of Clause 2.22.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of INCAP for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 INCAP 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 INCAP to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of INCAP thereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or

has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by INCAP without INCAP being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, INCAP 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 INCAP, without prejudice to any other right or remedy that may be available to INCAP.

## **2.15 Financial Proposal**

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the basic cost (excluding service tax) of the Consultancy (Item [A] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

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

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

## **2.16 Submission of Proposal**

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. Soft copies of the Technical Proposal in MS Word and PDF formats shall also be submitted in a Compact Disk/Pen Drive.

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

**“Do not open, except in presence of the Authorised Person of the Transaction Advisor”**

If the envelope is not sealed and marked as instructed above, INCAP assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

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

- (i) Registration certificate of the firm
- (ii) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (iii) Proposal Processing Fee as specified in Clause 1.4
- (iv) Bid security as specified in Clause 2.20.1
- (v) Original and 1 Copies of the Technical Proposal
- (vi) CD/Pen Drive containing soft copies in MS Word and PDF formats

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format (Forms 1 and 2 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram, e-mail or any other format except as specified in this section shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Detailed Project Report by INCAP and discharge of all obligations of the Consultant under the Agreement.



## **2.17 Proposal Due Date**

- 2.17.1 Proposal should be submitted at or before 1500 hrs IST on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. In case, the PDD is an unscheduled holiday, the proposal has to be submitted latest by the next working day. The time and venue of submission will remain unchanged. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 INCAP may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by INCAP after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected. INCAP will not be responsible for any delay in receipt of proposals.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by INCAP prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after 1500 hours IST of Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.20 Bid Security**

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 500,000 (Rupees five lakh only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of INCAP Ltd. payable at Vijayawada (the “**Bid Security**”), returnable not later than 15 (fifteen) days from signing of the agreement except in case of the two highest ranked Applicants as required in Clause 2.25.1. For avoidance of doubt, the Applicant shall submit Bid Security. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security

forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant providing the performance guarantee. The Bid Security shall remain valid for up to 120 (one hundred and twenty) days from PDD.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by INCAP as non-responsive.
- 2.20.3 INCAP shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the INCAP's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by INCAP as the mutually agreed pre-estimated compensation and damage payable to INCAP for, *inter alia*, the time, cost and effort of INCAP in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
  - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
  - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.21 Performance Security**

- 2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to INCAP's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by INCAP as the mutually agreed pre-estimated compensation and damages payable to INCAP for, *inter alia*, the time, cost and effort of INCAP 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 4.1 of this RFP;
  - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
  - (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 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 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

## **D. EVALUATION PROCESS**

### **2.22 *Evaluation of Proposals***

2.22.1 INCAP shall open the Proposals at 1600 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, INCAP will determine whether each Proposal is responsive to the requirements of the RFP. INCAP may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- d) it is accompanied by the Proposal Processing Fee as specified in Clause 1.4.1
- e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- f) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- g) it contains all the information (complete in all respects) as requested in the RFP;
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

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

2.22.5 INCAP shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation is completed, INCAP shall notify (by email) those Applicants whose Proposals did not meet the minimum qualifying mark or were

considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened (to the address of the Authorised Signatory of the applicant only by Registered Post) after completing the selection process. INCAP shall prepare a list of shortlisted Applicants as per Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all technically qualified Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of 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 the technically qualified Applicants who choose to be present. INCAP will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of INCAP. Applicants shall be deemed to have understood and agreed that INCAP shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

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

### **2.23 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 INCAP in relation to matters arising out of, or concerning the Selection Process. INCAP shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. INCAP 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 INCAP or as may be required by law or in connection with any legal process.

### **2.24 Clarifications**

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

2.24.5 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, INCAP 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 INCAP.

## **E. APPOINTMENT OF CONSULTANT(S)**

### **2.25 *Negotiations***

2.25.1 The Selected Applicant(s) 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. In case the Selected Applicant fails to reconfirm its commitment, INCAP reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations

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

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

### **2.26 *Substitution of Key Personnel***

2.26.1 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 of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 Deleted intentionally

2.26.3 Deleted intentionally

2.26.4 The Authority expects all the Key Personnel to be available during implementation of the Agreement.

**2.27 Indemnity**

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

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

**2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 7 (seven) days of issue of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

**2.30 Commencement of assignment**

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant(s) fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, INCAP may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

**2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by INCAP or submitted by an Applicant to INCAP shall remain or become the property of INCAP. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. INCAP will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### 3 CRITERIA FOR EVALUATION

#### 3.1 *Evaluation of Technical Proposals*

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) 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 (S<sub>T</sub>).

3.1.2 *Intentionally left blank*

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

Evaluation Criteria	Maximum Marks = 100	Supporting Documents									
<p><b>I. Experience of the firm</b> Profile of the Applicant firm as a Management Consulting in terms of:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Category</th> <th style="width: 50%;">Assignment</th> <th style="width: 30%;">Marks per project</th> </tr> </thead> <tbody> <tr> <td>Category 1</td> <td>Completed Port Sector Eligible Assignment in Greenfield port projects in the Coast of Andhra Pradesh State</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Category 2</td> <td>Ongoing Port Sector Eligible Assignment in Greenfield port projects in the Coast of Andhra Pradesh State</td> <td style="text-align: center;">3</td> </tr> </tbody> </table>	Category	Assignment	Marks per project	Category 1	Completed Port Sector Eligible Assignment in Greenfield port projects in the Coast of Andhra Pradesh State	5	Category 2	Ongoing Port Sector Eligible Assignment in Greenfield port projects in the Coast of Andhra Pradesh State	3	25 Marks	<p>Appendix I - Form 8A</p> <p>Appendix I - Form 8B</p> <p>Appendix I - Form 10</p>
Category	Assignment	Marks per project									
Category 1	Completed Port Sector Eligible Assignment in Greenfield port projects in the Coast of Andhra Pradesh State	5									
Category 2	Ongoing Port Sector Eligible Assignment in Greenfield port projects in the Coast of Andhra Pradesh State	3									
<p>Note:</p> <p>1. For completed assignments - Completion Certificates from the Client; and Work Order with the fee indicated; or</p> <p>2. For ongoing assignments - Work Order along with Phase Completion Certificate and fee indicated from the Client. In on-going projects the deliverable or the milestone should have been achieved successfully</p>											

<b>II. Methodology &amp; Work Plan</b>		15 Marks	
Criteria	Marks to be awarded		
1. Technical Approach & Methodology i. Understanding of the objectives of the assignment: the extent to which the consultant's approach and work plan respond to the objectives spelt out in the RFP. ii. Completeness and responsiveness: the extent to which the proposal responds exhaustively to all the requirements.	10		Appendix I – Form 7
3. Organizing & Staffing (Consultant's proposal to mobilize and deploy experts into the project based on requirement)	03		Appendix I – Form 13
4. Comments on TOR and counterpart staffing & facilities (Firm's clear understanding of the scope of work will be assessed and any other suggestions that needs to be taken into consideration at this stage itself would be known)	02		Appendix III
<b>III. Qualification &amp; Experience of Key Personnel</b>		60 marks	
<b>Key Personnel</b>			
S No.	Key Personnel	Marks to be awarded	
1	Port sector expert cum Team Leader	15	Appendix I – Form 6
2	Technical Expert (Civil)	10	Appendix I – Form 12
3	Technical Expert (Mechanical)	10	Appendix I – Form 11
4	Traffic Expert	10	Appendix I – Form 9
5	Survey Expert	8	
6	Financial Expert	7	
Total Technical Score (S <sub>T</sub> )		100 marks	

While awarding marks for the number of Eligible Projects, the Key Personnel that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing respective Key Personnel shall be entitled to a proportionate score. No score will be awarded to a / Key



Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 5 (five), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores

#### 3.1.4 **Eligible Assignments**

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of detailed project report/ feasibility/ Techno – Economic – Feasibility report including engineering surveys, traffic analysis, financial analysis and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”)

### 3.2 **Shortlisting of Applicants**

All the applicants ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such technically qualified Applicants is less than two, INCAP may, in its sole discretion, qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.1.

### 3.3 **Evaluation of Financial Proposal**

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

3.3.2 Financial Proposal of only those firms who are technically qualified shall be opened first, in the presence of the Applicant’s representatives who choose to attend. The lowest Basic Cost as quoted in Item A in the Financial Proposal in Form-2 of Appendix –II (Financial Proposals) will be considered for final evaluation as the financial proposal ( $F_M$ ).

3.3.3 Intentionally left blank

3.3.4 INCAP 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. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other Proposals will be computed as follows:

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

(F = amount of Financial Proposal)

**3.4 Combined and final evaluation**

3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

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

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

#### 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, INCAP 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, INCAP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by INCAP during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by INCAP to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of INCAP 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 INCAP, 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 INCAP 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 MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 INCAP, 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 INCAP 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.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases INCAP, 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.
- 5.4 All documents and other information supplied by INCAP or submitted by an Applicant shall remain or become, as the case may be, the property of INCAP. INCAP will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 INCAP reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULES**

SCHEDULE-1  
*(See Clause 1.1.3)*

Consultancy for Preparation of Detailed Project Report  
for  
Development of Greenfield port  
at Machilipatnam in Andhra Pradesh

Terms of Reference (TOR)

for

**TECHNICAL CONSULTANT**

## **Contents**

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- 9. Reporting**
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## **Terms of Reference (TOR)**

### **a) GENERAL**

- 1.1 INCAP seeks the services of qualified firms for preparing Detailed Project Report for development of Greenfield port at Machilipatnam in Andhra Pradesh. The Terms of Reference (the “TOR”) for this assignment is specified below.
- 1.2 The Consultant shall be guided in its assignment by the Agreement
- 1.3 The Consultant shall participate in the pre-bid conference with the bidders of the Project and assist the Authority in clarifying the technical aspects arising from the bid documents including the Techno – Economic – Feasibility Report(s) & Detailed Project Report(s).

### **b) OBJECTIVE**

The objective of this Consultancy is to undertake Detailed Project studies and to prepare a Detailed Project Report of the Project for the purpose of firming up the Authority’s requirements in respect of development and construction of the Project and Project Facilities and enabling the prospective bidders to assess the Authority’s requirements in a clear and predictable manner.

### **c) SCOPE OF SERVICES**

- 3.1 The scope of services for the Detailed Project Report shall comprise of the following, but not limited to:
  - a) Data Collection
  - b) Preliminary Surveys
  - c) Analysis of Proposed Site of Development
  - d) Review of Traffic Analysis, Assessment and Demand forecast
  - e) Port Master Plan Layout
  - f) Vessel Size Estimates
  - g) Engineering Surveys and Investigations
  - h) Preliminary Design & Detailing of marine and landside facilities
  - i) Internal and external infrastructure
  - j) Project Costs
  - k) Tariff and Revenue Estimates
  - l) Financial Analysis
  - m) Project Implementation Schedule
  - n) Preparation of Tender documents for Bidding Process along with Good for Construction of Drawings
- 3.2 Some of these services are briefly explained hereunder:

### 3.2.1 **Data Collection**

Data collection on the project would include the following:

- a) Collection of all secondary data and reports available with State Government, and local bodies.
- b) Site visits and collection of additional data.
- c) Assessment of data gap and sources of additional data
- d) Additional data generation including meetings discussions, field surveys and investigations.

### 3.2.2 **Preliminary Assessment of Traffic Potential**

Assessment of the traffic potential for the proposed project in order to conceptualize the project and arrive at the basic planning & design parameters and physical requirements of the project including land, infrastructure, connectivity etc. and to have an basic idea about the approximate costs and revenue of the project.

### 3.2.3 **Preliminary Surveys**

- a) Ground reconnaissance for general examination of the proposed locations
- b) Study of different parameters/conditions like marine, meteorological, hydrographical, hydrological data including availability of required draft.

### 3.2.4 **Analysis of Proposed Site of Development**

The consultant will examine the proposed site of development and suggest site modifications if required. This analysis will help to identify the most suitable siting for the project. The findings and analysis from the above together with associated relevant parameters should be used for preparation of DPR report for the selected location duly considering siting, technical, traffic, economical, commercial and all other relevant aspects.

### 3.2.5 **Detailed Traffic Analysis, Assessment and Demand Forecast**

The Consultant should take into account the international sea route for sea trade in general. For the “in country” consumption, taking into account factors such as accessibility and connectivity, trade movement and availability of similar facilities at other Ports existing and proposed etc.

### 3.2.6 **Vessel Size Estimates**

- a) Assess likely vessel sizes based on current and future scenarios, shipping and trade, types of Cargo to be handled market demand, supply side analysis, draft considerations.
- b) Convert traffic estimates into vessel movement estimates.

### 3.2.7 **Engineering Surveys and Investigations**

Conduct of Field Studies as may be required and that available shall be shared

### 3.2.8 **Design & Detailing of the Project**

The Consultant shall prepare Port layout for Phase-1 with optimum usage of land (Acs.2500) and Master Plan layout for ultimate stage.

Suggested points for detailing are as follows but not limited to:

#### **1. General Layout**

The general layout shall be developed considering the operations of the facility to the expected efficiency productivity levels.

#### **2. Design and Project Components**

On the basis of the projected cargo traffic plan for Phase-1 and Master Plan for Ultimate stage including all the Project component shall be designed to internationally accepted standards and norms but not limited to.

##### **a) Marine structures**

Detailed designs shall be prepared for all the Marine Structures and cross sections of wharves / quays including cross sections of the Breakwaters at different water depths taking into consideration of the subsoil properties, loadings and the traffic and handling equipment shall be provided in the report.

##### **b) Port and Berth Layout**

The proposed layout for Phase-1 and Master Plan for ultimate stage shall be provided in the report. Detailed plans related to berthing area, the approach channel, including vessel turning area suitable for the anticipated vessel size, breakwater protection required and berth orientation shall be provided.

##### **c) Dredging and reclamation**

Detailed dredging both Capital & Maintenance and reclamation plans (with details of dumping locations) along with cost estimates shall be provided in the report.

##### **d) Navigational aids**

The details of all the Navigational aids for Phase-1 & ultimate stage shall be given in detail.

##### **e) Port Craft**

Requirement of the Marine Craft like Port Tugs & Pilot launch etc., shall be assessed for Phase-1 and ultimate stage and the same shall be included in the report including cost.

##### **f) Hydrographic surveys and charts**

The detailed hydrographic surveys of the area of the port and nearby areas shall be conducted and the chart prepared.

##### **g) Subsoil profile**

The profile showing the different strata of the subsoil up to the proposed dredge depth shall be provided in the report.

**h) Equipment**

Requirements for all equipment shall be assessed and outlined. Suitable equipment for various categories such as cargo handling, transporting, weighing, material handling, fire-fighting, shall be identified in order that they are able to achieve the planned performance efficiencies. Equipment includes supporting software, operating systems and training. Requirement of other safety measures such as fire-fighting plans shall be assessed and included in the report.

**i) Onshore facilities & Warehouses**

Architectural planning and Design of one Port administrative building. The Port building shall contain Officers / staff working cabins / rooms, conference halls, meeting rooms, MEP (Mechanical, Electrical (Split AC in rooms), Plumber works, lift facilities, firefighting etc. Design of workshop, Transit Sheds and Water Tanks etc. The requirement for various facilities like truck parking, rail siding, weigh bridges, fuelling stations, repair/ maintenance shops, restaurants/ canteens, first aid, security, emergency gates, firefighting etc. shall be included.

**j) Connectivity**

Assess the existing and proposed road and rail linkages, distance from the proposed facility and recommend detailed plans for all up gradation and development that may be essential for the functioning of the facility at the planned efficiency levels.

**k) Utilities**

The requirements of various utilities such as electricity, water, sewerage/ effluent, lighting etc., for the facility at various stages of project life relating to the projected growth in cargo volumes shall be included as below

Internal infrastructure in the Port: The details of common internal infrastructure facilities required for development of development of Port (initial development) such as

- i. Internal roads;
- ii. Railway network inside the Port;
- iii. Fire station;
- iv. Gate;
- v. Fencing;
- vi. Compound wall;
- vii. Drainage / sewerage
- viii. Water supply for Port operations staff, water supply for ships;
- ix. Water supply for Port operations staff, water supply for ships, power supply for Port building, power supply for cargo handling equipment;
- x. Requirement of Electrical Sub Stations, DG sets. shall be studied and provided in the DPR.

- D) Required External Infrastructure in the Port  
External infrastructure: The details of external infrastructure facilities required for development of Port (initial development) such as
- i. Water supply;
  - ii. Power supply;
  - iii. Telecommunication;
  - iv. Port connectivity by road;
  - v. Port connectivity by rail;
- shall be studied and provided in the DPR
- The consultant shall carry out the necessary surveys and finalize the nearest source for water supply and power supply required for the Port including arriving at the cost for the same.

### **10.1.3 Project Costs**

- a. On the basis of the foregoing planning and design, facility configuration, equipment requirements, material surveys, soil investigation surveys project costs shall be estimated.
- b. Cost estimates shall include capital and O&M costs. This shall also include the costs of all equipment including insurance, freight and erection.

### **10.1.4 Tariff and Revenue Estimates**

- a) Assumption on tariff in line with competitive tariffs in the regions ports, similar port and transshipment terminals, existing regulatory aspects and possible regulatory assumptions in the future shall be provided
- b) A possible tariff structure shall be proposed
- c) Revenue based on tariffs and traffic shall be estimated

### **10.1.5 Financial analysis**

1. The Consultant shall, provide a preliminary assessment of the financial viability of the Project with a view to estimating the likely IRR.
2. The Consultant shall:
  - a. Calculate the NPV and IRR for the Project. It will undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors;
  - b. For the purposes of financial analysis, the Consultant must make justifiable assumptions about the traffic projections and the resulting revenue streams with a view to making an assessment of the capital cost that can be sustained by such revenues. For this purpose, the Consultant shall undertake thorough traffic assessment and demand and capacity assessment and a topographic survey to identify geometric improvements, etc. as specified in the scope of work.

### 10.1.6 Project Implementation Schedule

### 10.1.7 Preparation of Tender Documents for bidding process including Good for Construction of Drawings.

The Consultant will also evolve composite Package/Various Packages for tenders in consultation with the Authority, to be floated broadly as follows:

- a. Construction of Civil Works viz., Berths & Breakwaters, Construction of Port building, Construction of work shop and Transit Sheds etc., ground improvement /land filling, reclamation activities.
- b. Dredging in the harbour, entrance and approach channels, dumping of dredged spoil for reclamation / shore nourishment and offshore dumping.
- c. Works comprising internal infrastructure like Internal roads, Railway Network inside the Port, Fire station, Gate, Fencing, Compound Wall, Drainage / sewerage, Water supply, Power Supply inside the Port and Construction of Electrical Sub Stations.
- d. The consultant shall prepare the designs for all the structures as above and Good for Construction drawings so as to issue to the bidders.
- e. Preparation of block-cost estimates for each work in full shape along with standard data, abstract estimate, designs. The data shall be prepared for each item as per the A.P. Standard data and latest MORTH specifications for pavements based on the current Standard Schedule of Rates (SSR) of Government of A.P. For non-schedule item/works of all the above mentioned works shall be supported by necessary quotations. The detailed estimates shall be in the format as specified by the Port Department for according technical sanction.
- f. Preparation of the bid documents for each work based on the above block-cost estimates

## **xi. DELIVERABLES**

The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Five hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the Authority. The size of drawings shall be of maximum size in order to be legible.

### **A. Inception Report**

On commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include the Consultant’s submissions towards understanding of the RFP and the Work Plan.

## **B. Interim Report**

- Data Collection as per scope above
- Preliminary traffic potential/Surveys
- Analysis of Proposed Site of Development
- Engineering Surveys and Investigations
- Design & Detailing of preferred option

## **C. Detailed Traffic analysis assessment and demand forecast**

## **D. Tariff and revenue estimate and financial analysis**

## **E. Draft DPR report**

The DPR Report of the Project shall include the following, but not limited to:

### ***1. Sets of drawings***

- a) Port layout & Master Plan with all the Project facilities.
- b) Plans and typical cross-sections of all the Marine structures like Berths, Breakwaters etc. and Shore structures like Administrative Building, Transit sheds etc., as per the Scope of Work.
- c. Good for Construction drawings as per the packages for tenders to be issued to Bidders as stated in the Scope of Work.

### ***2. Investigation Reports***

Report on traffic survey and demand assessment, Engineering surveys and investigations.

### ***3. Detailed Designs of the project***

Detailed designs of the Project structures for the maritime and shore as detailed in the Scope of Work shall be provided and the additional requirements including:

- a) Engineering surveys and investigations
- b) Installation of new structures together with design

### ***4. Cost Estimates***

- a) BOQ for various packages.
- b) Cost Estimate for construction of Project Facility as per scope of work.
- c) Total Project Cost as per SoR of GoAP for the year 2019-20.
- d) Implementation Schedule
- e) Construction Schedule

## **F. Final DPR report**

Incorporating all the above and modifications as per the comments of the Authority.

### **Time allowed:**

The total time allowed for preparation of DPR is three months from the date of award of work

**xii. SPECIFIC REQUIREMENTS FOR THE PROJECT***Intentionally left blank***xiii. PAYMENT SCHEDULE**

13.1 The total duration for preparation of the Detailed Project Report (s) shall be 3 Months, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Detailed Project Report(s). The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed as per Form-13 of Appendix I. Intermittent services (Assistance during the bid process management and Signing of the Agreement) will be required beyond the 3 months and until the end of 18 (eighteen) months or 2 (two) months after the signing of the Agreement, whichever is earlier.

13.2 Time schedule for Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Sl. No.	Description of Deliverables	Days (from the day of signing the Agreement)	Payment
A	Inception Report	15	Nil
B	Interim Report - 1	30	15%
C	Interim Report - 2	50	15%
D	Interim Report - 3	70	20%
E	Draft Detailed Project Report	90	20%
G	Final Detailed Project Report	1 month post comments from the Authority on the draft DPR	20%
H	Assistance during the bid process management and selection of the developer		10%
	Total		100%

Note: Each payment will be done only of acceptance of the respective report by the the Authority

Note: In case the bid process is not initiated until expiry of the agreement, the Applicant shall have no claim on the payment due for assistance during the bid process management and Signing of the Agreement. If the bid process is initiated



during the term of the agreement, however not concluded before the agreement expiration, the agreement with the selected Applicant shall be extended on mutually agreeable terms.

13.3 *Intentionally left blank*

13.4 *Intentionally left blank*

13.5 *Intentionally left blank*

#### **xiv. MEETINGS**

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder.

#### **xv. CONSULTANCY TEAM**

15.1 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, quantity survey, social impact assessment etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

<b>S.No</b>	<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>Experience on Eligible Assignments</b>
<b>1.</b>	<b>Port sector Expert-cum-Team Leader (the "Team Leader")</b>	Graduate /Post graduate in Civil Engineering	15 years	He should have led the feasibility study teams for minimum 5 (five) Port Sector Eligible Assignments, especially in greenfield port projects.
<b>2.</b>	<b>Technical Expert (Civil)</b>	Post graduate in Ocean Technology/Marine Engineering/Marine Structures.	7 years	He should have worked as a Design Engineer for marine related works of which atleast 5 (five) should be Eligible Assignment.
<b>3.</b>	<b>Technical Expert (Mechanical)</b>	Graduate in Mechanical Engineering	7 years	He should be conversant with installation of latest equipment relating to Port of which atleast 5 (five) should be an Eligible Assignment.

S.No	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
4.	<b>Traffic Expert</b>	PG in Economics / statistics	7 years	He should have conducted Traffic analysis for ascertaining the traffic potential of Port in which atleast 5 (five) should be an Eligible Assignment
5.	<b>Survey Expert</b>	Graduate in Civil Engineering	7 years	He should have experience in topography and bathymetry survey for at least 5 (five) Eligible Assignments
6.	<b>Financial Analyst</b>	Chartered Accountant/ ICWA / MBA/Financial Management Specialization	7 years	He should have undertaken financial analysis and revenue modeling for 5 (five) Eligible Assignments

15.2 The Team Leader should be full time staff on the rolls of the Applicant if a sole firm or one of the Consortium Members. A certificate that they are working full time with the consultant signed by both the consultant and the concerned team member will be required.

15.3 *Intentionally left blank*

#### **xvi. REPORTING**

16.1 The Consultant will work closely with the Authority. The Authority has appointed a Committee (the “Committee”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

16.2 The Consultant may prepare “Issue Papers” highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

16.3 The Consultant will make a presentation on the Inception Report for discussion with the Committee at a meeting, if required by the Authority. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports;

questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

**16.4** Regular communication with the Committee and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

**16.5** The Deliverables will be submitted as per schedule provided in this RFP.

xvii.        **DATA TO BE MADE AVAILABLE BY THE AUTHORITY**

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

xviii.       **COMPLETION OF SERVICES**

**18.1** All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement or 18 (eighteen) months from the Effective Date, whichever is earlier. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 18 (eighteen) months from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.



## **SCHEDULE-2**

*(See Clause 2.3.3)*

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

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
    - (ii) potential consultant should not have defined the project when earlier working for the Authority;
    - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor 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 availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDICES**

APPENDIX-I  
(See Clause 2.16.3)

TECHNICAL PROPOSAL

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

The Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Ltd.,  
# D.No. 7-104, A Block, I floor, Sri Anjaneya Towers,  
N.T.T.P.S Road, Ibrahimpatnam- 521456.

Sub: Appointment of Consultant for preparation of Detailed Project Report for the development of Greenfield port at .....

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the ..... Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to INCAP any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of INCAP to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by INCAP;
  - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive



practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with INCAP or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.<sup>§</sup>
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by INCAP [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. .... (Rupees .....) in the form of a Demand Draft is attached, in accordance with the RFP document. I/We confirm that separate Bid Security has been submitted for each of the locations we intend to submit our proposal.

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<sup>§</sup> In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule ..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by INCAP or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I/We confirm that we are submitting our proposal for Preparation of DPR for Machilipatnam Port
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
22. 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**

(See Clause 2.16.3)

Form-2

**Particulars of the Applicant**

1.1	Title of Consultancy: <b>PREPARATION OF DETAILED PROJECT REPORT(s)</b>
1.2	Title of Project: <b>Development of greenfield port(s) at .....</b>
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address:  Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in

	<p>India?</p> <p style="text-align: right;">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: right;">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: right;">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: right;">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: right;">Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">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 INCAP 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: right;">Yes/No</p>
1.8	<p>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: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves</p>

	<p>from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for INCAP only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory) For and on behalf of .....</p>
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APPENDIX-I  
(See Clause 2.16.3)

Form-3

**Statement of Legal Capacity**

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

Ref. Date:

To,

The Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Ltd.,  
# D.No. 7-104, A Block, I floor, Sri Anjaneya Towers,  
N.T.T.P.S Road, Ibrahimpatnam- 521456.

Dear Sir,

Sub: RFP for Consultant: ..... Project

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

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

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<sup>\$</sup> Please strike out whichever is not applicable

APPENDIX-I  
(See Clause 2.16.3)

Form-4

**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Detailed Project Report for the ..... Project, proposed to be developed by the ..... (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to INCAP, representing us in all matters before INCAP, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with INCAP 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 INCAP.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

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. 100 (hundred) 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  
(See Clause 2.16.3)

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

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

**Certificate from the Statutory Auditor<sup>§</sup>**

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)

<sup>§</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.

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

APPENDIX-I  
(See Clause 3.1.3)

Form-6  
**Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments <sup>\$</sup>
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Port Expert cum Team Leader						
2.	Technical Expert (Civil)						
3.	Technical Expert (Mechanical)						
4.	Traffic Expert						
5.	Survey Expert						
6.	Financial Analyst						

<sup>\$</sup>Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I  
(See Clause 3.1.3)

Form-7

**Proposed Methodology and Work Plan**

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

1. Understanding of TOR (not more than two pages)  
The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.
  
2. Methodology and Work Plan (not more than three pages)  
The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

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

APPENDIX-I  
(See Clause 3.1.3)

Form-8A

**Abstract of Eligible Assignments of the Applicant – Category 1  
Projects (Completed Port Sector Eligible Assignments)<sup>§</sup>**

(Refer Clause 3.1)

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

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

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

<sup>£</sup> 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<sup>§</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>§</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.

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

## APPENDIX-I

(See Clause 3.1.3)

Form-8B

**Abstract of Eligible Assignments of the Applicant - Category 2  
Projects (Ongoing Port Sector Eligible Assignments)**

§

(Refer Clause 3.1)

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

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

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

<sup>£</sup> 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<sup>§</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</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.

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





APPENDIX-I  
(See Clause 3.1.3)

Form-9  
**Abstract of Eligible Assignments of Key Personnel<sup>§</sup>**  
(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project <sup>§</sup>	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment <sup>\$\$\$</sup>	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

<sup>§</sup> Use separate Form for each Key Personnel.

<sup>§§</sup> The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

<sup>\$\$\$</sup> Date of completion of the assignment is a mandatory field. Ongoing assignments shall not be considered as Eligible Assignments.

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

APPENDIX-I

(See Clause 3.1.3)

Form-10

**Eligible Assignments of Applicant**

(Refer Clause 3.1.4)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Project description and other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	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 for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I  
(See Clause 3.1.3)

Form-11

**Eligible Assignments of Key Personnel**

(Refer Clause 3.1.4)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Project description and other particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Key Personnel)		

**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.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I  
(See Clause 3.1.3)

Form-12

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  

Name of project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.  
Certification:
  - 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 me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

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

**Notes:**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
4. Attach notarised / attested copy of the professional qualification certificate for each key personnel.
5. If the notarised / attested copy of professional qualification certificate is not furnished, such key person will not be considered for evaluation.



APPENDIX-I

(See Clause 3.1.3)

Form-13

Deployment of Personnel

S.No.	Designation	Name	Man Days (MD)		Week Numbers																				
			At Project site	Away from Project site (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																									
2.																									
3.																									
4.																									
5.																									
6.																									
7.																									
8.																									
9.																									
10.																									
11.																									
<b>Total Man days</b>																									

APPENDIX-I

*(See Clause 3.1.3)*

Form-14

**Survey and Field Investigations**

*Intentionally left blank*



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 authorised 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-II  
**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Dear Sir,

Subject: Appointment of Consultant for Preparation of DETAILED PROJECT REPORT for the ..... Project

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

I/We confirm that we are submitting our Financial Proposal for Machilipatnam Port

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

APPENDIX-II  
(See Clause 2.1.3)  
Form-2

**Financial Proposal**

Item No.	Description	Preparation of DPR for development of greenfield port at Machilipatnam
<b>A.</b>	<b>Basic Cost of Services (Excluding service tax)</b> In Indian Rupees .....(in figures) ..... (in words)	
<b>B</b>	<b>GOODS &amp; SERVICE TAX</b>	
<b>C</b>	<b>TOTAL (including taxes) (in Rs.)</b> In Indian Rupees .....(in figures) ..... (in words)	

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal. The basic cost in Item A shall, therefore, be the amount for purposes of evaluation.
2. No escalation on any account will be payable on the above amounts during the currency of the agreement.
3. The basic cost quoted shall be inclusive of all taxes (except Goods & Service Tax), incidentals, overheads, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, boarding and lodging, travelling expenses, soft copy of TEFRR in the form of CD/Pendrive, sundries, all other items involving expenditure for execution of this assignment.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
5. Lump Sum Payment shall be made only upon conclusion of the Bid Process.



APPENDIX-II  
Form-3  
**Estimate of Personnel Costs**  
*Intentionally left blank*

APPENDIX- III  
(Ref Clause 3.1)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,  
COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY AUTHORITY

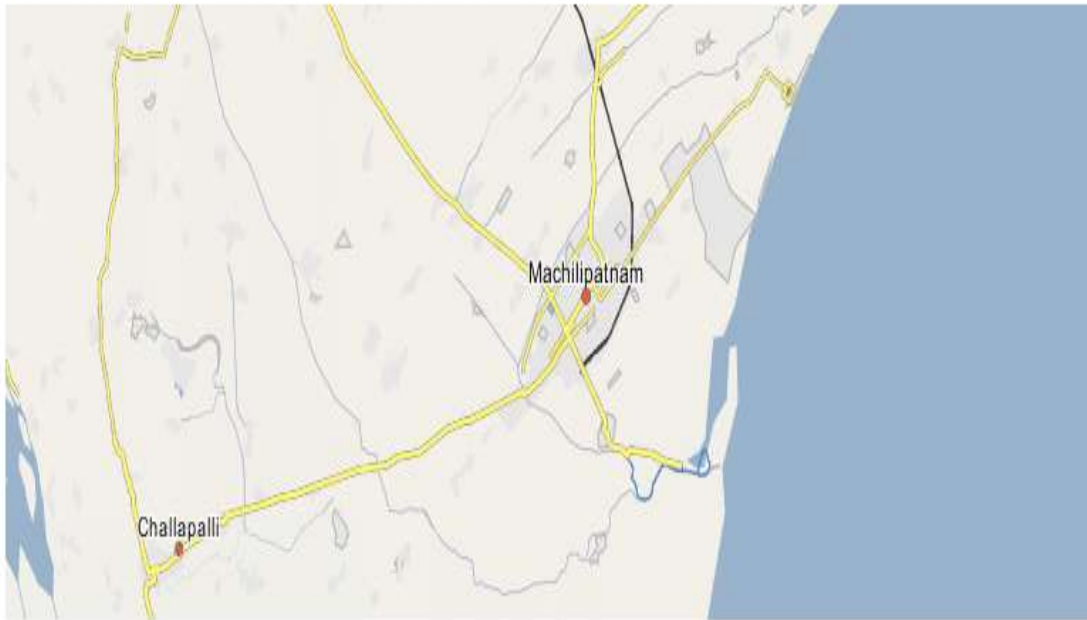
Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Authority, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference  
{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities  
{Include comments on counterpart staff and facilities to be provided by the Authority. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

APPENDIX-IVA

Indicative map of site location of Machilipatnam Port





**Infrastructure Corporation of Andhra Pradesh Limited  
(INCAP)**

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**Web: [www.incap.co.in](http://www.incap.co.in)**