

**HALDIA FREE TRADE WAREHOUSING
PRIVATE LIMITED**

Request For Proposal (RFP)

for

**ENGAGEMENT OF ADVISOR FOR
FINANCIAL CLOSURE OF INTERNATIONAL
CARGO HUB AT HALDIA, WEST BENGAL**

December 2014

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Owner or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Owner to the prospective Bidders 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 Proposal for Selection pursuant to this RFP (the “**Proposal**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Owner in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidders may require. This RFP may not be appropriate for all persons, and it is not possible for the Owner, its employees or advisors to consider the investment objectives, financial situation 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 Bidder should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Owner, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, 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, completeness or reliability 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 with pre-qualification of Bidders for participation in the Bidding Process.

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

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

The issue of this RFP does not imply that the Owner is bound to select and short-list pre-qualified Proposals for Bid Stage or to appoint the Selected Bidder or Advisor, as

the case may be, for the Assignment and the Owner reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Owner or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Owner shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

The Bidder shall be wholly responsible for any statements/documents/ records, etc submitted pursuant to this RFP and ensure accuracy thereof. The Owner or its employees shall accept no responsibility or liability for any deficiency that may be made by the bidder. Any false declaration made by the Bidder shall invite action as may be decided by the Owner including termination, debar, forfeiture of Bid Security and/or Security Deposit. The Bidder shall also indemnify the Owner and its employees from actions arising out of this RFP.

HALDIA FREE TRADE WAREHOUSING PRIVATE LIMITED

SECTION 1. INTRODUCTION

1.1. General Information

- 1.1.1. Haldia Free Trade Warehousing Private Limited (HFTWPL) (the "Owner") intends to engage services of an Advisor for advising and arranging Financial Closure for International Cargo Hub at Haldia in the state of West Bengal.
- 1.1.2. HFTWPL is a special purpose company incorporated under Companies Act, 1956 for the developing and operating an International Cargo Hub at Haldia. HFTWPL is a wholly owned subsidiary of M/s Free Trade Warehousing Private Limited ("FTWPL"), which is a joint venture company of MMTC Limited and Infrastructure Leasing & Financial Services Ltd (IL&FS), with a mandate to promote Free Trade and Warehousing Zones in India.
- 1.1.3. HFTWPL has obtained allotment of a land measuring approx 200 acres from Haldia Development Authority (HDA) for a period of 90 years, which is proposed to be developed as an International Cargo Hub (the "Project").
- 1.1.4. The Owner intends to engage an Advisor who shall advise and assist the Owner in arranging for Financial closure for the Project.
- 1.1.5. The principal objective of the assignment is to advise the Owner and arrange for Financial Closure for setting up the Project. The broad scope includes assessment of needs of logistics and warehousing sector in Haldia, a feasibility study for the selected site, preparing Master Plan along with infrastructure designs and cost estimates; preparing Business Plan, Financial Model, preparing action plan for R&R of project affected persons, documentation for financing and arranging finances for the Project. Detailed scope of work shall be as per this RFP.

1.2. RFP in Brief

- 1.2.1. This RFP is being issued for the selection of an Advisor, who shall assist the Owner in advising and arranging financing for the Project.
- 1.2.2. The RFP sets out the requirements that must be satisfied by the Bidders in order to participate in the competitive Bidding Process and the selection process to determine the Advisor.
- 1.2.3. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Advisor set forth or Owner's rights to amend, alter, change, supplement or clarify the scope of work, the Assignment to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Owner.

- 1.2.4 The Bidding Documents include the draft Advisory Agreement and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.2.5 Owner shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Owner pursuant to this RFP, as modified, altered, amended and clarified from time to time by Owner (collectively the "**Bidding Documents**"), and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.5 for submission of Proposal (the "**Proposal Due Date**").
- 1.2.6 Owner, at its absolute discretion, reserves the right to modify any proposed terms and conditions set out in the RFP as deemed necessary by Owner, including but not limited to cancelling/ withdrawing the RFP, to meet its objectives and principles as set out in the RFP.

1.3. Validity of Proposal

The Proposal shall be valid for a period of not less than 90 days, from the Proposal Due Date (the "**PDD**").

1.4. Brief Description of Selection Process

- 1.4.1. The Owner has adopted a single stage selection process (the "**Selection Process**") in evaluating the Proposals, comprising Technical and Financial Proposals. The Proposals will be evaluated on the basis of Quality-cum-Cost Based Selection.
- 1.4.2. Each Bidder will submit the Technical Proposal and a Financial Proposal in separate sealed envelopes indicating the name of the work and clearly marked as "Technical Proposal" and "Financial Proposal" respectively. The two sealed envelopes should be put inside one Outer Envelope. The Financial Proposal has to be in the format specified in Appendix 2 and must be quoted in Indian Rupees.
- 1.4.3. After receipt of Proposals, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a short-list of Qualified Bidders shall be prepared as specified in Clause 3.3.4. Thereafter, the evaluation of Financial Proposals submitted by the Qualified Bidders will be carried out as specified in Clause 3.4. The Technical Score and Financial Score will be combined and the Bidder with the highest combined score shall be selected for award of Assignment (the "**Selected Bidder**").
- 1.4.4. The Owner reserves its right to award the Assignment to the Selected Bidder.
- 1.4.5. A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit (EMD) of Rs 2,00,000/- (INR Two lakhs only) in form of DD/Pay Order as per Clause 2.20.1. Any proposal, if not accompanied by the EMD, shall be summarily rejected.

- 1.4.6. Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

1.5. Schedule of Selection Process

Owner shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Issue of RFP	23.12.2014
2	Last date for receipt of queries from Bidders	30.12.2014
3	Indicative date for Addendum / clarifications by Owner	06.01.2015
4	Proposal Due Date (PDD)	16.01.2015 Upto 1400 hours IST
5	Opening of Technical Proposals	16.01.2015 at 1430 hours IST
6	Opening of Financial Proposals	To be notified later

1.6. Communications

- 1.6.1 All communications including the submission of Proposal should be addressed and delivered to

HFTWPL:
C/o IIDC Limited
2nd Floor, Niryat Bhawan
Opposite Army R&R Hospital
Rao Tula Ram Marg, New Delhi 110 057
Email: directorhftwpl.iidc@ilfsindia.com
Tel: (011) 4600 2200 Fax: (011) 4600 2244

All communications including envelopes should be superscribed "RFP for Engagement of Advisor for Financial Closure of International Cargo Hub at Haldia, West Bengal".

SECTION 2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 The Owner wishes to receive Proposals to short-list experienced and capable Bidders.
- 2.1.2 The Proposals of Qualified Bidders would be evaluated to select the Advisor for providing advisory services for the Assignment.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their short-listing hereunder, the following shall apply:
- (a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to complete the Assignment. However, no entity submitting a Proposal individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
 - (b) A Bidder may be a natural person, a legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in RFP.
 - (c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. A Bidder, found to have a Conflict of Interest, shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) the Owner has direct or indirect shareholding in the Bidder or its Consortium Member; or
 - (d) Any entity which has been barred by any Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a proposal, either individually or as member of a Consortium.
- 2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfil the following minimum conditions of eligibility ("**Threshold Eligibility Criteria**"):

(A) Technical Capacity: For demonstrating technical capacity and experience (“Technical Capacity”) the Bidder shall satisfy each of the following criteria, as on the date of issue of RFP:-

- (i) The Bidder (in the case of Consortium, the Lead Member), must have five (5) years experience in arranging Financial Closure of infrastructure projects;
- (ii) The Bidder (in the case of Consortium, the Lead Member), during preceding five (5 years), must have arranged Financial Closure for atleast 5 infrastructure projects, each with minimum financing of Rs 50 crore;
- (iii) The Bidder (in the case of Consortium, any of its Members), must have satisfactorily completed the work of preparing Master Plan, detailed engineering designs and cost estimates for common user (Trunk Infrastructure) for atleast two (2) industrial/residential/commercial townships with a contiguous land area of 200 acres. Such assignment should have been completed during 2 years immediately preceding the date of issue of RFP

(B) Financial Capacity: For demonstrating financial capacity (“Financial Capacity”) the Bidder shall satisfy the following criteria:-

The Bidder (in the case of Consortium, the Lead Member) must have an average annual turnover of Rs. 50 crores from Financial Advisory Services in India during the last 3 preceding financial years, in accordance with the audited financial statements (i.e. profit and loss account and balance sheet along with schedules).

Note: “Financial Advisory Services shall mean managing and advising on domestic/international offerings of Debt/Equity”

The Bidder shall not be permitted to use the experience of any associate entity in which the Bidder, directly or indirectly is a share holder, towards fulfilling the Threshold Eligibility Criteria.

2.2.3 The Bidders shall enclose with its Proposal, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors stating the number of years of experience in arranging Financial Closure of infrastructure projects;
- (ii) Certificate(s) from its statutory auditors stating the turnover of the Bidder, as at the close of the preceding financial year, from the business of Financial Advisory Services in India.

2.2.4 The Bidder should submit a Power of Attorney as per the format at **Form-5**, authorising the signatory of the Proposal to commit the Bidder. Additionally, in the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Form-6**.

- 2.2.5 In case the Bidder is a Consortium, it shall comply with the following additional requirements:
- (a) Number of members in a consortium shall not exceed 2 (two);
 - (b) subject to the provisions of sub-clause (a) above, the Proposal should contain the information required for each member of the Consortium;
 - (c) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Form-7** (the "**Jt. Bidding Agreement**"), for the purpose of submitting a Proposal; and
 - (d) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Owner.

2.3 General Terms of Bidding

- 2.3.1 No Bidder shall submit more than one Proposal.
- 2.3.2 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.
- 2.3.3 Information supplied by a Bidder (or other constituent Member if the Bidder is Consortium) must apply to the Bidder or, Member named in the Proposal and not, unless specifically requested, to other associated companies or firms.
- 2.3.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.3.5 The documents including this RFP and all attached documents, provided by Owner are and shall remain or become the property of Owner and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 2.3.5 shall also apply *mutatis mutandis* to Proposals and all other documents submitted by the Bidders, and Owner will not return to the Bidders any Proposal, document or any information provided along therewith.
- 2.3.6 Any award of Advisory Assignment pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.4 Change in composition of the Consortium

- 2.4.1 Change in the composition of a Consortium will not be permitted by the Owner.

2.5 Cost of Bidding

- 2.5.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process.

The Owner 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

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, availability of power, water and other utilities, access to the Project site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

2.7 Acknowledgement by the Bidder

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

- (i) made a complete and careful examination of the RFP and Bidding documents;
- (ii) received all relevant information requested from the Owner;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP and Bidding Documents or furnished by or on behalf of the Owner relating to any of the matters referred to in Clause 2.6 above; and
- (iv) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Proposal, execution of the Assignment in accordance with the RFP and Bidding Documents and performance of all of its obligations thereunder;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP and Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from Owner, or a ground for termination of the Advisory Agreement by the Selected Bidder;
- (vi) acknowledged & represented that it does not have a Conflict of Interest; and
- (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.2 The Owner shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Owner.

2.8 Right to accept and reject any or all Proposals

- 2.8.1 Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Owner, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by Owner shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Owner thereunder.
- 2.8.2 Notwithstanding anything contained in this RFP, the Owner reserves the right to accept or reject any Proposal and to annul the Bidding 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 therefor.
- 2.8.3 Owner reserves the right to reject any Proposal and appropriate the Earnest Money Deposit (EMD) if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by Owner, the supplemental information /documents sought by the Owner for evaluation of the Proposal.

If such disqualification / rejection occurs after the Proposals have been opened and the Selected Bidder get disqualified/ rejected, then the Owner reserves the right to take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the Bidding Process.

If the Bidder is a Consortium, then the entire Consortium may be disqualified / rejected.

- 2.8.4 In case it is found during the evaluation or at any time before signing of the Advisory 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 Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Advisor either by issue of the LOIA or entering into of the Advisory Agreement, and if the Selected Bidder has already been issued the LOIA or has entered into the Advisory 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 Owner to the Selected Bidder. In such an event, Owner shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Guarantee as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Owner under RFP, the Bidding Documents, and/ or the Advisory Agreement or under applicable law.

B. DOCUMENTS

2.9 Contents of this RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Proposals
- Section 4. Fraud and Corrupt Practices
- Section 5. Miscellaneous

Schedules

- Schedule-1 Terms of Reference
- Schedule-2 Form of Advisory Agreement

Appendices

Appendix-1	Technical Proposal
Form-1	Transmittal Letter
Form-2	Technical Capacity of Bidder
Form-2A	Details of Bidder & Consortium
Form-2B	Project Experience Details
Form-3	Financial Capacity of Bidder
Form-4	CVs (Curriculum Vitae) of key personnel
Form-5	Power of Attorney
Form-6	Power of Attorney for Lead Member
Form-7	Joint Bidding Agreement

Appendix-2 Financial Proposal

2.10 Clarifications

- 2.10.1 Bidders requiring any clarification on the RFP may notify the Owner in accordance with Clause 1.6.1. They should send in their queries before the date specified in the schedule of Selection Process contained in Clause 1.5. The Owner shall endeavour to respond to the queries within the period specified therein. The responses will be uploaded on the website specified below.
- 2.10.2 The Owner shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Owner reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Owner to respond to any question or to provide any clarification.
- 2.10.3 The Owner may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through the web portals (www.iidcindia.co.in and www.mmtclimited.gov.in). All clarifications and interpretations issued by the Owner shall be deemed to be part of the RFP. Verbal clarifications and information given by Owner or its employees or representatives shall not in any way or manner be binding on the Owner.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the Proposal Due Date, the Owner may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.11.2 Any Addendum thus issued will only be posted on the web portals (www.iidcindia.co.in and www.mmtclimited.gov.in).
- 2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Owner may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.13 Format and Submission of Proposal

- 2.13.1. The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- 2.13.2. All proposals should be submitted to the address specified in Clause 1.6.1 on or before the Proposal Due Date.
- 2.13.3. The Bidder shall submit the Technical Proposal in the formats specified at Forms 1 to 7, together with the documents specified in Clause 2.13.5.
- 2.13.4. The Technical Proposal shall not include any financial offer.
- 2.13.5. The Technical Proposal shall contain:
- (i) Index of Submissions
 - (ii) Letter of Transmittal (**Form-1**)
 - (iii) Technical Capacity of Bidder (**Form-2**) along with Annexes and supporting documents;
 - a) **Form-2A** Details of Bidder & Consortium Member; duly notarized;
 - b) **Form-2B** Project Experience Detail; duly notarized;
 - (iv) Financial Capacity of Bidder as per format at Form-3; duly notarized;
 - (v) CVs (curriculum vitae) of key personnel as per format at **Form-4**; duly notarized;
 - (vi) Power of Attorney for signing the Proposal as per the format at **Form-5**; duly notarized;
 - (vii) If applicable, the Power of Attorney for **Lead Member** of Consortium as per the format at **Form-6**; duly notarized;

- (viii) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at **Form-7**; duly notarized;
- (ix) Documents of Incorporation (in case of a Consortium, for all Members), duly notarized;
- (x) Audited Balance Sheet and Profit and Loss Account for the preceding three financial years (in case of a Consortium, for Lead Member);
- (xi) Demand Draft/ Pay Order towards Earnest Money Deposit (in original); and
- (xii) Check-list of Submissions as per **Appendix-3**.

The Bidders are advised to arrange the submissions/documents in the above order. Each page of Technical Proposal is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder.

2.13.6. The Technical Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink and stamp all pages. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

2.13.7. The Financial Proposals shall be as per format prescribed in **Appendix-2**.

2.13.8. While preparing the Financial Proposal, Bidders should ensure that the Professional Fee quoted is inclusive of all fees, expenses, taxes and duties, but exclusive of Service Tax.

2.13.9. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Proposal Due Date

2.14.1 Proposals (Technical Proposals and Financial Proposals) should be submitted on or before the Proposal Due Date specified in Clause 1.5.

2.14.2 Owner may, in its sole discretion, extend the Proposal Due Date uniformly for all Bidders by issuing an Addendum in accordance with Clause 2.11.

2.15 Late Proposals

The Owner shall not accept proposals, after the specified time on the Proposal Due Date and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Proposals

2.16.1 The Bidder may withdraw its Proposal after submission, prior to the Proposal Due Date. No Proposal shall be modified, or substituted by the Bidder after submission of the Proposal.

2.16.2 The withdrawal notice shall be prepared and submitted or reached before the Proposal Due Date at the address specified in Clause 1.6.

2.16.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Owner, shall be disregarded.

2.17 Validity of Proposals

The Proposals shall be valid for a period of not less than 90 (ninety), from the Proposal Due Date (the "PDD").

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Owner in relation to, or matters arising out of, or concerning the Bidding Process. Owner will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Owner 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 Owner or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

D. EARNEST MONEY DEPOSIT

2.20 Earnest Money Deposit (EMD)

2.20.1 A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit equivalent to INR 2,00,000/- (INR Two lakhs only). The original of DD/Pay Order toward EMD is to be enclosed alongwith the Technical Proposal and drawn in in favour of "Haldia Free Trade Warehousing Private Limited." and payable at New Delhi.

2.20.2 Owner shall not be liable to pay any interest on the Earnest Money Deposit so furnished and the same shall be interest free.

2.20.3 Any Proposal not accompanied by the Earnest Money Deposit shall be summarily rejected by Owner as non-responsive.

2.20.4 Save and except as provided in Clause 2.20.6, the Earnest Money Deposit of unsuccessful Bidders, will be returned by Owner, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Bidding process is cancelled by Owner, and in any case within 180 (one hundred and eighty) days from the Proposal Due Date. Bidders may by specific instructions in writing to Owner give the name and address of the person in whose favor the said demand draft shall be drawn by Owner for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Proposal.

2.20.5 The Selected Bidder's Earnest Money Deposit will be returned, without any interest, upon the Selected Bidder's signing the Advisory Agreement and furnishing the Performance Guarantee in accordance with the provisions thereof. Owner may, at the Selected Bidder's option, adjust the amount of Earnest Money Deposit towards the amount of Performance Security to be

provided by him in accordance with the provisions of the Advisory Agreement.

- 2.20.6 Owner shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Owner will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.
- 2.20.7 The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to Owner under the Bidding Documents and/ or under the Advisory Agreement, or otherwise, under the following conditions:
- (a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder withdraws its Proposal during the period of Proposal Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and Owner;
 - (c) In the case of Selected Bidder, if it fails within the specified time limit:
 - (i) to sign and return the duplicate copy of Letter of Intent to Award ("LOIA");
 - (ii) or to furnish the Performance Security within the period prescribed therefor in the LOIA;
 - (iii) or to sign the Advisory Agreement;

SECTION 3. EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Technical Proposals

- 3.1.1 Owner shall open the Technical Proposals on the date specified in Clause 1.5 and in the presence of the Bidders who choose to be present.
- 3.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 3.1.3 Owner will subsequently examine and evaluate the Technical Proposals in accordance with the provisions set out in this Section 3.
- 3.1.4 Any information contained in the Technical Proposals shall not in any way be construed as binding on Owner, its agents, successors or assigns, but shall be binding against the Bidder if the Assignment is subsequently awarded to it on the basis of such information.
- 3.1.5 Owner reserves the right not to proceed with the Selection Process at any time without notice or liability and to reject any or all Proposal(s) without assigning any reasons.
- 3.1.6 To facilitate evaluation of Technical Proposals, Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 3.1.7 Prior to evaluation of Technical Proposals, Owner shall determine whether each Proposal is accompanied by Earnest Money Deposit in the form and manner as specified in this RFP. A Proposal not accompanied by the Earnest Money Deposit shall be summarily rejected by Owner and would not be taken up for further evaluation.

3.2 Preliminary Scrutiny

- 3.2.1 Prior to evaluation of the documents contained in the Technical Proposal, Owner shall determine whether each Technical Proposal **is responsive to the requirements** set out in this RFP. A Proposal **shall be considered responsive only if:**
 - (i) It is accompanied by Earnest Money Deposit; and
 - (ii) It is accompanied by all submittals
- 3.2.2 Owner reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Owner in respect of such Proposals.

3.3 Evaluation of Technical Proposals

- 3.3.1 During this stage, Owner shall determine whether each Technical Proposal is in compliance with the requirements of the RFP. A Technical Proposal shall be considered to be in compliance with the requirement of the RFP only if:
 - (i) the Bidder satisfies the Threshold Eligibility Criteria, as set forth Clause 2.2.2; and
 - (ii) it contains all the information and documents in support as requested in this RFP.

- 3.3.2 Such Technical Proposal which are not in compliance with the requirements of the RFP, shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by Owner in respect of such Proposals(s).
- 3.3.3 Owner reserves the right to seek clarifications or additional information / documents from any Bidder regarding its Proposal. Such clarification(s) for additional information / document(s) shall be provided within the time specified by Owner for the purpose. Any request and response thereto shall be in writing. If the Bidder does not furnish the clarification(s) or additional information / document(s) within the prescribed time, the Proposal shall be liable to be rejected. In the case Proposal is not rejected, Owner may proceed to evaluate the Proposal by construing the particulars requiring the clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Owner.
- 3.3.4 Each Technical Proposal will be evaluated on the basis of the Bidder's experience and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest score on the basis of their Technical Score (S_T).
- 3.3.5 The Bidder must score a minimum of 70% marks for its organizational experience.
- 3.3.6 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, such Personnel would have to be replaced during negotiations, with a better candidate who, in the opinion of the Owner, would score 70% or above.
- 3.3.7 The broad scoring criteria to be used for evaluation shall be as below, detailed methodology of which is given in Appendix 4

Parameter	Maximum Marks
Organisational Experience of Bidder	25
Experience of Key Personnel	75
Team Leader	25
Logistics/Supply Chain Management Expert	20
Urban Infrastructure Expert	15
Financial Analyst	15

- 3.3.8 After the evaluation of Technical Proposals, Owner would announce a short-list of Bidders ("**Qualified Bidders**"), whose Technical Proposals have been found to be responsive and in compliance with the requirements of the RFP. The Qualified Bidders are eligible for further evaluation of their Financial Proposals. The Financial Proposals of such Bidders whose Technical Proposal

has been found to be not in compliance with the requirements of RFP will be rejected.

3.4 Evaluation of Financial Proposals

3.4.1 The Financial Proposals of Qualified Bidders would be opened. Owner would notify the Qualified Bidders of the date, time and venue for opening the Financial Proposals. The Financial Proposals would be opened in the presence of the Qualified Bidders who choose to be present.

3.4.2 The Financial Proposals shall be evaluated on the basis of the Professional Fee ("Professional Fee"), Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per TOR within the total quoted fee shall be that of the Bidder. The Financial Proposal quoting the lowest Professional Fee (F_M) will be given a financial score (S_F) of 100 points. The Financial Scores of other proposals shall be computed as follows:

$$S_F = 100 \times F_M / F, \text{ where } F = \text{amount of Financial Proposal}$$

3.5 Combined and Final Evaluation

3.5.1 Proposals will be finally ranked according to their combined technical (S_T) and financial (S_F) score as follows

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

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

3.5.2 The Selected bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in this RFP.

3.5.3 After selection, a Letter of Intent to Award (the "LOIA") shall be issued, in duplicate, by Owner to the Selected Bidder. The Selected Bidder shall, within 10 (ten) calendar days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, Owner may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.

3.5.4 After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall furnish the Performance Guarantee within 10 (ten) calendar days and shall execute the Advisory Agreement within the period prescribed in LOIA. Such Performance Guarantee shall be in the form of a Bank Guarantee from a Scheduled Bank acceptable to the Owner, valid for the entire period of Advisory Agreement and shall be computed at 10% of the Professional Fee for which the Assignment is awarded to the Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Advisory Agreement.

3.6 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time Owner makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, Owner and/ or their employees/ representatives on matters related to the Proposals under consideration.

SECTION 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Owner may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Owner under Clause 4.1 hereinabove, if an Bidder is found by the Owner 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 Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Owner during a period of 2 (two) years from the date of issue of letter by Owner, in the respect, to such Bidder, found by the Owner 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, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Advisory Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (c) of Clause 2.2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA or after the execution of the Advisory Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOIA or the Advisory Agreement, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Assignment;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Owner with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION 5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The Owner, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Owner by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Owner, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

TERMS OF REFERENCE**1. GENERAL**

Haldia Free Trade Warehousing Private Limited (HFTWPL) is a special purpose company incorporated under Companies Act, 1956 for the developing and operating an International Cargo Hub at Haldia. HFTWPL is a wholly owned subsidiary of M/s Free Trade Warehousing Private Limited ("FTWPL"), which is a joint venture company of MMTC Limited and Infrastructure Leasing & Financial Services Ltd (IL&FS), with a mandate to promote Free Trade and Warehousing Zones in India.

HFTWPL (the Owner) has obtained allotment of a land measuring approx 200 acres from Haldia Development Authority (HDA) for a period of 90 years, which is proposed to be developed as an International Cargo Hub (the "Project"). HFTWPL intends to engage an Advisor who shall advise and assist the Owner in arranging for Financial closure for the Project.

2. OBJECTIVE

The principal objective of the assignment is to advise the Owner and arrange for Financial Closure for setting up the Project.

3. SCOPE OF WORK AND DELIVERABLE**Output 1 An assessment of the needs of the Logistics and Warehousing sector in Haldia**

- (i) Identification of major existing and upcoming industry clusters especially major production centres, ICDs / CFSs, shipping lines, logistic companies, container train operators and industries.
- (ii) Identification of commodities and products manufactured, domestic and export volume, distribution of cargo by movement type, commodity wise monthly traffic (container in terms of number of TEUs, and Breakbulk & Bulk in MTs) from/to the gateway ports from the region by road and identification of major routes followed by transporters.
- (iii) Identification of current gaps in storage infrastructure vis-à-vis existing cargo volume Study should include the views of stakeholders like Shipping lines, Logistic companies, major exporter/importer and existing industries in the catchment.
- (iv) Assessment of value added logistic services that have a potential to house in the proposed cargo hub based on the demand assessment of the region.
- (v) List of top Indian Companies that can be prospective clients for the International Cargo Hub.

Deliverable 1.1: Analytical report on the assessment of the needs of the logistics and warehousing sector in Haldia. Results should be contained in analytical reports presenting the conclusions drawn from the field level work in Haldia and secondary resources.

Output 2: A feasibility study for the selected site in Haldia covering the following deliverables

- A Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis of the selected site in the national and regional economic contexts;
- A Market analysis for the ICH, looking at investment and trade patterns in Haldia, and the sub-regional (Eastern India) and regional (Asia/ South East Asia) patterns;
- An assessment of the infrastructure already available and of the requirements for new infrastructure in the development of the ICH;
- An institutional model for the development and management of the ICH, with a preferable emphasis on light asset business model, with a clear description of the roles of all parties involved (governments, Owner, private sector, etc);
- An action plan for resettlement and rehabilitation of Project Affected Persons

Deliverable 2.1: A SWOT analysis of the selected site

The output will establish a broader perspective in order to assess the overall potential for an international Cargo Hub in Haldia. Through this output, a comprehensive SWOT analysis will be conducted at the sub-regional level. The analysis will consider national, regional (South Asia, South East Asia) and international competition, and development trends. The analysis will build upon desk study, field work and interaction with State and Central governmental authorities as well as private sector representatives.

Deliverable 2.2: A market analysis for the ICH

The market analysis will be conducted through primary and secondary surveys that will build upon the preceding output by examining, in depth, the prospects for an international cargo hub in Haldia. This should specifically encompass the current profile (especially including the list and size of industrial subsectors, the number of public/private/mixed companies per subsector) and sectoral development prospects in the region and should build upon any prior analyses conducted on the subject. The deliverable should be in the form of an analysis of local competitive advantage for the ICH.

Deliverable 2.3: An assessment of infrastructure availability and requirements for the ICH

This deliverable should assess the transportation, energy and water supply, as well as other physical infrastructure in the area surrounding the proposed ICH and establish the off-site and on site requirements for infrastructural facilities in order to enable the Hub to host client companies in logistics, warehousing and services sectors. This will also establish a local benchmark for availability and prices of services offered by the proposed hub as well as assist in defining the management arrangements and the local competitive advantage of ICH.

Deliverable 2.4: An institutional model for the development and management of the Hub:

The Consultant should draw upon his own knowledge of international best practices, the institutional and legal realities and current practices in recommending management models that are flexible and responsive to the needs of potential client companies for the Hub. This output should elaborate the possibilities for and constraints for the development and management of the Hub, with a preferable emphasis on light asset business model.

Deliverable 2.5: An action plan for resettlement and rehabilitation of Project Affected Persons (PAPs)

The Consultant shall conduct field level social-economic surveys to make an assessment of the Project Affected Persons. A Rehabilitation Action Plan shall identify and elaborate on the options/actions required to resettle/rehabilitate the PAPs in consultation with various stakeholders, including compensation package, in line with the best social management practices.

Output 3: A Master Plan for the selected site in Haldia with infrastructure designs and cost estimates covering the following deliverables

- A Master Plan (Land Use Plan) for the site, showing the demarcation of Plots and common infrastructure;
- Conceptual designs and preliminary cost estimates of the common infrastructure and facilities;
- Preparation of working designs and drawings along with detailed Cost estimates for common infrastructure and facilities

Deliverable 3.1: A Master Plan (Land Use Plan) for the site, showing the demarcation of Plots and common infrastructure

The output will establish the Master Plan of the site, showing the layout of Plots, common utilities such as internal roads, drainage, water supply, power, voice and data communication, landscape plan and any other common user infrastructure. The Master Plan shall be compliant with the Development Control Regulations of the area, if applicable.

Deliverable 3.2: Conceptual designs and cost estimates of the common infrastructure and facilities

The output will establish the conceptual level designs (architectural/engineering) of utility networks such as roads, drainage, water supply, fire fighting, power, all common user structures (including electrical, mechanical, plumbing, HVAC, etc), along with preliminary cost estimates on the basis of State/Central Schedule of Rates/Market rates.

Deliverable 3.3: Preparation of working designs and drawings along with detailed Cost estimates for common infrastructure and facilities

The output will establish the Good for Construction (GFC) level designs (architectural/engineering) of utility networks such as roads, drainage, water supply, fire fighting, power, all common user structures (including electrical, mechanical, plumbing, HVAC, etc), along with detailed cost estimates on the basis of State/Central Schedule of Rates/Market rates, suitable for inviting tenders.

Output 4: Development of a Business Case, including Business Plan and Financial Models for the Project and Financing Assistance covering the following deliverables

- Business Plan and Financial Models, in compliance with the requirements of lenders and investors;
- Financial Closure

Deliverable 4.1: Business Plan and Financial Models, in compliance with the requirements of lenders and investors

The output will be a Business Plan (Investment Memorandum) in compliance and to the satisfaction of lenders and investors. The Business Plan should analyse the project efficiency based on a financial model, develop marketing, financial and organisational plans for the project (milestones, implementation schedule, plan of interrelationship and sequence of organisation, contractual, technical and financial control points of the project linked to corresponding timeframes), identify key risks and suggests ways to mitigate them and develop optimal structure of financing including collateral and other security arrangements for banks and investors.

Deliverable 4.2: Financial closure

The output will be closing a financial deal, executing the financing agreement and raising finance on the most favourable terms. This would include all activities leading to raising the finances, not limited to the following

- Preparing investment documentation that meets the requirements of potential lenders and/or investors
- Advising the company on Selecting financing instruments and identifying the preferred range of lenders/investors
- Proving legal and other advisory services required for financial closure
- Drafting investment teasers, confidentiality agreements, approaching potential lenders, obtaining indicative offers and providing recommendations to Company management on selecting the best ones
- Preparing a detailed report for the Company's management

- Coordinating full scope due diligence by lenders/investors, providing required explanations and assistance in developing final terms of financing
- Assistance to Company in negotiations with lenders/investors
- Coordinating and conducting negotiations on final proposal terms
- Assistance in the consideration and agreement of deal documents (loan agreement, pledge, surety or assignment agreements, etc)
- Closing the deal and raising finance on the most favourable terms

4. TIME AND PAYMENT SCHEDULE

The total duration for Assignment shall be 25 (twenty five) weeks, excluding the time taken by the Owner in providing the requisite documents or in conveying its comments on the Draft Reports/documents. The man-days of Key Personnel required for the Assignment shall be provided by the Advisor as per the Agreement.

Time schedule for important Deliverables (the “**Key Dates**”) of the assignment is given below:

Key Dates	Description of Deliverables	Weeks
KD 1	Deliverable 1.1	3 weeks from Commencement Date
KD 2	Deliverable 2.1 and 2.2	2 weeks after acceptance of Deliverable 1.1
KD 3	Deliverable 2.3, 2.4 and 2.5	2 weeks after acceptance of Deliverables 2.1 and 2.2
KD 4	Deliverable 3.1	3 weeks after acceptance of Deliverables 2.3, 2.4 and 2.5
KD 5	Deliverable 3.2	2 weeks after acceptance of Deliverable 3.1
KD 6	Deliverable 3.3	3 weeks after acceptance of Deliverable 3.2
KD 7	Deliverable 4.1	1 week after acceptance of Deliverable 3.2
KD 8	Deliverable 4.2	10 weeks after acceptance of Deliverable 4.1

The payment schedule of Professional Fee (PF) linked to the specified Deliverables is given below:

	Milestone	Amount of PF
1	Upon Acceptance of Deliverable 1.1	10 % of the PF
2	Upon Acceptance of Deliverables 2.1 and 2.2	5 % of the PF
3	Upon Acceptance of Deliverables 2.3, 2.4 and 2.5	5 % of the PF
4	Upon Acceptance of Deliverables 3.1 and 3.2	10% of the PF
5	Upon Acceptance of Deliverable 3.3	10% of the PF
6	Upon Acceptance of Deliverable 4.1	10% of the PF

7	Upon Completion of Deliverable 4.2 and Execution of Financing Agreement	40% of the PF
8	Upon second drawdown of Funds	10% of the PF

5. MEETINGS

The Owner may review with the Advisor, any or all of the documents and advice forming part of the Advisory Services, in meetings and conferences which will be held in New Delhi at the offices of Owner or MMTC Limited. Further, the Advisor may be required to attend the meetings with senior management of Owners/its Associates in New Delhi for presentation and discussions on the Outputs/Deliverables. The Team Leader and Key Personnel shall be required to attend such meetings, for which an advance notice of 4 days shall be given. Nothing extra shall be payable on account of travel and lodging expenses, per diem, out-of-pocket expenses, etc for attending any such meeting.

6. ADVISORY TEAM

The Advisor shall form a multi-disciplinary team (the "Advisory 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.

A. Team Leader

Minimum Education Qualifications	Master of Business Administration/ C.A or equivalent
Minimum Professional Experience after obtaining minimum education Qualifications	15 years
Minimum Eligible Assignments (such Assignments should have been undertaken while in the employment of Bidder)	Experience of preparing Business Plan for Project Financing of three Infrastructure Projects, each with a project Cost (excluding land cost) of atleast Rs 50 crores. Two of such Projects should have achieved Commercial Operations Date.

B. Logistics / Supply Chain Management Expert

Minimum Education Qualifications	Master of Business Administration/ Post Graduate degree in Supply Chain Management or equivalent
Minimum Professional Experience after obtaining minimum education Qualifications	10 years
Minimum Eligible Assignments (such Assignments should have been undertaken while in the employment of Bidder)	Experience of preparing Business Plan for Project Financing of three Projects in the Logistics sector (Ports/ Warehouses/ Container Depots/ Truck Terminals) each with a project Cost (excluding land cost) of atleast Rs 50 crores. Two of such Projects

	<p>should have achieved Commercial Operations Date.</p> <p style="text-align: center;">OR</p> <p>Experience as Supply Chain Manager handling Export-Import cargo involving shipping industry</p>
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C. Urban Infrastructure Expert

Minimum Education Qualifications	Bachelors Degree in Civil Engineering
Minimum Professional Experience after obtaining minimum education Qualifications	10 years
Minimum Eligible Assignments (such Assignments should have been undertaken while in the employment of Bidder)	Experience of working as a Team Leader for preparing Master Plan, detailed engineering design and cost estimates for atleast two townships (industrial/commercial/residential), each with a minimum contiguous land area of 200 acres. One of such Projects should have been substantially complete.

D. Financial analyst

Minimum Education Qualifications	Master of Business Administration/ C.A
Minimum Professional Experience after obtaining minimum education Qualifications	7 years
Minimum Eligible Assignments (such Assignments should have been undertaken while in the employment of Bidder)	Experience of preparing Financial Model and Business Plan for Project Financing of three Infrastructure Projects, each with a project Cost (excluding land cost) of atleast Rs 50 crores. Two of such Projects should have achieved Commercial Operations Date.

Note: Educational Qualifications obtained under a full-time course of study from a statutorily recognized institute shall only be considered.

FORM OF ADVISORY AGREEMENT

AGREEMENT No. _____

This AGREEMENT (hereinafter called the "**Agreement**") is made on the _____ day of the month of _____ 2014, between, on the one hand, the _____ (hereinafter called the "**Owner**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the "**Advisor**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Owner vide its Request for Proposal dated had invited proposals for providing services for advising and arranging Financial Closure for International Cargo Hub at Haldia, West Bengal (hereinafter called the "**Advisory Services**")
- (B) The Advisor submitted its proposal for the aforesaid work, whereby the Advisor represented to the Owner that it had the required professional skills, and in the said proposals the Advisor also agreed to provide the Services to the Owner on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Owner, on acceptance of the aforesaid proposal of the Advisor, awarded the assignment to the Advisor vide its Letter of Award dated _____ (the "LOIA");and
- (D) In pursuance of the LOIA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

"**Third Party**" means any person or entity other than the Government, the Owner, the Advisor or a Sub-Consultant.

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

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

- (A) Advisory Agreement;
- (B) RFP; and
- (C) Letter of Award

1.2 **Relation between the Parties**

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

1.3 **Rights and obligations**

1.3.1 The mutual rights and obligations of the Owner and the Advisor shall be as set forth in the Agreement, in particular:

- (A) The Advisor shall carry out the Services in accordance with the provisions of the Advisory Agreement; and
- (B) The Owner shall make payments to the Advisor in accordance with the provisions of the Advisory Agreement.

1.4 **Governing law and jurisdiction**

1.4.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 **Language**

1.5.1 All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 **Table of contents and headings**

1.6.1 The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 **Notices**

1.7.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(A) in the case of the Advisor, be given by fax or e-mail and by letter delivered by hand to the address given and marked for attention of the Advisor's Representative set out below in Clause 1.8 or to such other person as the Advisor may from time to time designate by notice to the Owner; provided that notices or other communications to be given to an address outside New Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by fax or e-mail to the number as the Advisor may from time to time specify by notice to the Owner;

(B) in the case of the Owner, be given by fax or e-mail and by letter delivered by hand and be addressed to the Owner with a copy delivered to the Owner Representative set out below in Clause 1.8 or to such other person as the Owner may from time to time designate by notice to the Advisor; provided that if the Advisor does not have an office in New Delhi it may send such notice by fax or e-mail and by registered acknowledgement due, air mail or by courier; and

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

1.8 Authorised Representatives

1.8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Owner or the Advisor, as the case may be, may be taken or executed by the officials specified in this Clause 1.8.

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

Tel: _____
Mobile: _____
Fax: _____
Email: _____

1.8.3 The Advisor may designate one of its employees as Advisor's Representative. Unless otherwise notified, the Advisor's Representative shall be:

Tel: _____
Mobile: _____
Fax: _____
Email: _____

1.9 Taxes and duties

1.9.1 Unless otherwise specified in the Agreement, the Advisor shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Owner shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

2.2.1 The Advisor shall commence the Services within a period of 7 (seven) calendar days from the Effective Date, unless otherwise agreed by the Parties (the "**Commencement Date**").

2.3 Termination of Agreement for failure to commence Services

2.3.1 If the Advisor does not commence the Services within the period specified in

Clause 2.2 above and/or does not achieve the stipulated first Deliverable as specified under Clause 8.3 of this agreement within the stipulated time period therein, the Owner may, by not less than 2 (two) weeks' notice to the Advisor, declare this Agreement to be null and void at its sole discretion.

2.4 Expiration of Agreement

2.4.1 Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Owner.

2.5 Entire Agreement

2.5.1 This Agreement and the Sections together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Advisor arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

2.6.1 Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Suspension of Agreement

2.7.1 The Owner may, by written notice of suspension to the Advisor, suspend all payments to the Advisor hereunder if the Advisor shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (A) shall specify the nature of the breach or failure, and (B) shall provide an opportunity to the Advisor to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Advisor of such notice of suspension.

2.8 Termination of Agreement for Default

2.8.1 Termination by the Owner for Advisor's Default

2.8.1.1 The Owner may, by not less than 30 (thirty) days' written notice of termination to the Advisor, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:

(A) the Advisor fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within 30 (thirty) days

- of receipt of such notice of suspension or within such further period as the Owner may have subsequently granted in writing;
- (B) the Advisor becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - (C) The Advisor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11.3 hereof;
 - (D) The Advisor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Advisor knows to be false;
 - (E) Any document, information, data or statement submitted by the Advisor in its Proposals, based on which the Advisor was considered eligible or successful, is found to be false, incorrect or misleading;
 - (F) The Owner, in its sole discretion and for any reason whatsoever, decides to limit the scope of services to be performed by the Advisor as specified in the Terms of Reference;
 - (G) The Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2 Termination by the Advisor for Owner's Default

2.8.2.1 The Advisor may, by not less than 30 (thirty) days' written notice to the Owner, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2, terminate this Agreement if:

- (A) The Owner fails to pay any money due to the Advisor pursuant to this Agreement and not subject to dispute within 45 (forty five) days after receiving written notice from the Advisor that such payment is overdue;
- (B) The Owner is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Advisor may have subsequently granted in writing) following the receipt by the Owner of the Advisor's notice specifying such breach.

2.9 Termination by Owner for Convenience

2.9.1 The Owner may, by not less than 30 (thirty) days' written notice of termination to the Advisor, terminate this Agreement if:

- (A) The Owner, in its sole discretion and for any reason whatsoever, decides to limit the scope of services to be performed by the Advisor as specified in the Terms of Reference;
- (B) The Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.10 Cessation of rights and obligations

2.10.1 Upon termination of this Agreement pursuant to Clauses 2.3, 2.8 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (A) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (B) the obligation of confidentiality set forth in Clause 4 hereof; (C) the Advisor's obligation to permit inspection, copying and auditing of such of its accounts and records, as relate to the Advisor's Services provided under this Agreement; and (D) any right or remedy which a Party may have under this Agreement or the

Applicable Law.

2.11 Cessation of Services

2.11.1 Upon termination of this Agreement by notice of either Party to the other pursuant to Clause 2.8 or 2.9 hereof, the Advisor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

2.12 Forfeiture of Performance Guarantee

2.12.1 Upon termination of this Agreement by a notice pursuant to Clause 2.8.1 hereof, the Owner shall be at liberty to absolutely forfeit the Performance Guarantee furnished by the Advisor and the Advisor shall have no claims against the Owner for payment of any compensation whatsoever in such an event.

2.13 Payment upon Termination

2.13.1 Upon termination of this Agreement pursuant to Clause 2.8.2 or 2.9, the Owner shall make the following payments to the Advisor (after offsetting against these payments any amount that may be due from the Advisor to the Owner):

(A) No remuneration shall be made if the agreement is terminated before achievement of first payment milestone mentioned under this agreement; and

(B) remuneration for Services satisfactorily performed prior to the date of termination.

2.13.2 Upon termination of this Agreement pursuant to Clause 2.9 and after the acceptance of Deliverable 4.1, the Advisor shall be paid a fee at the rate of 20 % of the Professional Fee as full and final settlement (the "**Drop-dead Fee**"). This would be in addition to fee paid/payable as per clause 8.3.1 A(i) to A(vi).

2.13.3 Except specifically provided for in this Clause 2.13, the Advisor shall have no claims against the Owner for payment of any compensation whatsoever in the event of termination pursuant to Clause 2.8.2 or 2.9.

2.14 Disputes about Events of Termination

2.14.1 If either Party disputes whether an event specified in Clause 2.12.1 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 11 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE ADVISOR

3.1 General

3.1.1 Standards of Performance

3.1.1.1 The Advisor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Advisor

shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

3.1.2.1 The scope of services to be performed by the Advisor is specified in the Terms of Reference (the "TOR") at Schedule-1 of the RFP. The Advisor shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.1.4 Prohibition of conflicting activities

3.1.4.1 Neither the Advisor nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(A) During the term of this Agreement, any business or professional activities which would conflict with the activities specifically which can have a potential or perceived adverse impact on the business prospects of the Project (International Cargo Hub) or business activities of MMTC Ltd or IL&FS Group.

3.1.5 Advisor not to benefit from commissions discounts, etc.

3.1.5.1 The remuneration of the Advisor shall constitute the Advisor's sole remuneration in connection with this Agreement or the Services and the Advisor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Advisor shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

law.

3.1.5.3 Without prejudice to the rights of the Owner and the other rights and remedies which the Owner may have under this Agreement, if the Advisor is found by the Owner to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Advisor shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Advisor is found by the Owner to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.1.5.4 For the purposes of Clauses 3.1.4 and 3.1.5, the following capitalised terms shall have the meaning respectively assigned to in the RFP:

4. CONFIDENTIALITY

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

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

such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

5. LIABILITY OF THE ADVISOR

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

5.1.1 The Advisor shall, subject to the limitation specified, be liable to the Owner for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

5.1.2 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Advisor or on the part of any person or firm acting on behalf of the Advisor in carrying out the Services, the Advisor, with respect to damage caused to the Owner's property, shall not be liable to the Owner:

- (A) for any indirect or consequential loss or damage; and
- (B) for any direct loss or damage that exceeds (i) the Agreement Value of this Agreement, or (ii) the proceeds the Advisor may be entitled to receive from any insurance maintained by the Advisor to cover such a liability, whichever of (i) or (ii) is higher.

5.1.3 This limitation of liability shall not affect the Advisor's liability, if any, for damage to Third Parties caused by the Advisor or any person or firm acting on behalf of the Advisor in carrying out the Services.

5.2 Insurance to be taken out by the Advisor

5.2.1 The Advisor shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub Consultant's, as the case may be) own cost, but on terms and conditions approved by the Owner, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

5.2.2 Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Advisor shall furnish if asked by the Owner, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

5.2.3 The Adviser agrees that the risks and coverages shall include but not be limited to the following:

- (i) Third Party liability insurance as required under Applicable Laws,;
- (ii) employer's liability and workers' compensation insurance in respect of the Personnel of the Advisor and of any Sub-Consultant, in accordance with Applicable Laws; and
- (iii) professional liability insurance for an amount no less than the Agreement Value.

5.3 **Advisor's actions requiring the Owner's prior approval**

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

- (A) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the execution of the subcontract, and (ii) that the Advisor shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (B) Any other action that is specified in this Agreement.

5.4 Reporting obligations

- 5.4.1 The Advisor shall submit to the Owner the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

5.5 Documents prepared by the Advisor to be property of the Owner

- 5.5.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Advisory Services Documents") prepared by the Advisor (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Owner, and all intellectual property rights in such Advisory Services Documents shall vest with the Owner. Any Advisory Services Document, of which the ownership or the intellectual property rights do not vest with the Owner under law, shall automatically stand assigned to the Owner as and when such Advisory Services Document is created and the Advisor agrees to execute all papers and to perform such other acts as the Owner may deem necessary to secure its rights herein assigned by the Advisor.
- 5.5.2 The Advisor shall, not later than termination or expiration of this Agreement, deliver all Advisory Services Documents to the Owner, together with a detailed inventory thereof. The Advisor may retain a copy of such Advisory Services Documents. The Advisor, its Sub-Consultants or a Third Party shall not use these Advisory Services Documents for purposes unrelated to this Agreement without the prior written approval of the Owner.
- 5.5.3 The Advisor shall hold the Owner harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Advisory Services Documents, or due to any breach or failure on part of the Advisor or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Owner.

5.6 Equipment and materials furnished by the Owner

- 5.6.1 Equipment and materials made available to the Consultant by the Owner shall be the property of the Owner and shall be marked accordingly. Upon termination or expiration of this Agreement, the Advisor shall furnish forthwith to the Owner, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Owner. While in possession of such equipment and materials, the Advisor shall, unless otherwise instructed by the Owner in writing, insure them in an amount equal to their full replacement value.

5.7 Accuracy of Documents and Data

5.7.1 The Advisor shall be responsible for accuracy of the document/data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify the Owner against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Advisor or arises out of its failure to conform to good industry practice. The Advisor shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

6. ADVISOR'S PERSONNEL

6.1 General

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

7. OBLIGATIONS OF THE OWNER

7.1 Access to land and property

7.1.1 The Owner warrants that the Advisor shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Advisor as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

7.2 Payment

7.2.1 In consideration of the Services performed by the Advisor under this Agreement, the Owner shall make to the Advisor such payments and in such manner as is provided in Clause 8 of this Agreement.

8. PAYMENT TO THE ADVISOR

8.1 Cost estimates and Agreement Value

8.1.1 The payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rupees) plus service tax at applicable rate

8.1.2 Nothing extra shall be payable on account of travelling and boarding expenses, per-diem, out-of-pocket expenses, or any other expenses.

8.2 Currency of payment

8.2.1 All payments shall be made in Indian Rupees.

8.3 Time schedule for Deliverables and Mode of billing and payment

8.3.1 The total duration for providing Advisory Services shall be 25 (twenty five) weeks, excluding the time taken by the Owner in providing the requisite documents or in conveying its comments on the Draft Reports/documents. Time schedule for important Deliverables (the "Key Dates") of the assignment shall be as follows:

Key Dates	Description of Deliverables	Weeks
KD 1	Deliverable 1.1	3 weeks from Commencement Date
KD 2	Deliverable 2.1 and 2.2	2 weeks after acceptance of Deliverable 1.1
KD 3	Deliverable 2.3, 2.4 and 2.5	2 weeks after acceptance of Deliverables 2.1 and 2.2
KD 4	Deliverable 3.1	3 weeks after acceptance of Deliverables 2.3, 2.4 and 2.5
KD 5	Deliverable 3.2	2 weeks after acceptance of Deliverable 3.1
KD 6	Deliverable 3.3	3 weeks after acceptance of Deliverable 3.2
KD 7	Deliverable 4.1	1 week after acceptance of Deliverable 3.2
KD 8	Deliverable 4.2	10 weeks after acceptance of Deliverable 4.1

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

- A. PROFESSIONAL FEE
- (i) 10% of the Professional Fee upon acceptance of Deliverable 1.1 of Schedule 1 of RFP document
 - (ii) 5% of the Professional Fee upon acceptance of Deliverables 2.1 and 2.2 of Schedule 1 of RFP document
 - (iii) 5% of the Professional Fee upon acceptance of Deliverable 2.3, 2.4 and 2.5 of Schedule 1 of RFP document
 - (iv) 10% of the Professional Fee upon acceptance of Deliverable 3.1 and 3.2 of Schedule 1 of RFP document
 - (v) 10% of the Professional Fee upon acceptance of Deliverable 3.3 of Schedule 1 of RFP document
 - (vi) 10% of the Professional Fee upon acceptance of Deliverable 4.1 of Schedule 1 of RFP document
 - (vii) 40% of the Professional Fee upon completion of Deliverable 4.2 of Schedule 1 of RFP document and Execution of Financing Agreement
 - (viii) 10 % of the Professional Fee upon drawdown of second tranche of funds

8.3.2 The Advisor shall be paid for its services as per the following Payment Terms

- A. No payment shall be due for the next Deliverable till the Advisor completes, to the satisfaction of the Owner, the work pertaining to the preceding Deliverable.
- B. Payment for a Deliverable shall be made only after acceptance of the said Deliverable by the Owner.
- C. The Owner shall pay to the Advisor, only the undisputed amount.

8.3.3 The Owner shall cause the payment due to the Advisor to be made within 30 (thirty) days after the receipt by the Owner of duly completed invoices with necessary particulars (the "Due Date").

8.3.4 All payments under this Agreement shall be made to the account of the Advisor as may be notified to the Owner by the Advisor.

9. LIQUIDATED DAMAGES AND PENALTIES

9.1 Liquidated Damages

9.1.1 Liquidated Damages for error

9.1.1.1 In case any error is detected in the reports submitted by the Advisor and such error or variation is the result of negligence or lack of due diligence on the part of the Advisor, the consequential damages thereof shall be quantified by the Owner in a reasonable manner and recovered from the Advisor by way of deemed liquidated damages, subject to a maximum of Professional Fee due and paid/payable till that date.

9.1.2 Liquidated Damages for delay

9.1.2.1 In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Advisor, suitable extension of time shall be granted.

10. FAIRNESS AND GOOD FAITH

10.1 Good Faith

10.1.1 The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

10.2 Operation of the Agreement

10.2.1 The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration.

11. SETTLEMENT OF DISPUTES

11.1 Amicable settlement

11.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

11.2 Dispute resolution

11.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation)

between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.

11.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

11.3 Arbitration

11.3.1 Any Dispute which is not resolved amicably shall be finally decided by reference to arbitration by an Arbitral Tribunal comprising of a sole Arbitrator to be appointed by the Owner. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English. The decision/ Award of the Arbitrator shall be binding on both Parties.

11.3.2 **The cost of Arbitration shall be borne equally by both the parties.**

11.3.3 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For HFTWPL
(Authorised Signatory)

For Advisor
(Authorised Signatory)

INDEX OF SUBMISSIONS

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1	Form 1 - Letter Comprising the Proposal	
2	Form 2A - Details of the Bidder & Consortium Members	
3	Form 2B - Project Experience Detail (alongwith proof of experience)	
4	Form 3 - Financial Capacity of Bidder	
5	Form 3A - Certificate from Statutory Auditor	
6	Form 4 - Cvs (Curriculum Vitae) of the Key Personnel	
7	Form 5 - Power of Attorney for signing of proposal	
8	Form 6 - Power of Attorney for Lead Member of Consortium (applicable in the case of Consortium)	
9	Form 7 - Joint Bidding Agreement (applicable in the case of Consortium)	
10	Appendix-2 Financial Proposal	
11	Documents of Company's Incorporation (All members)	
12	Copy of Memorandum and Articles of Association (All members)	
13	Audited balance sheet and profit and loss account for the preceding five (5) financial years.	
14	Demand Draft / Pay Order towards Earnest Money Deposit (in original)	
15	Check-list of Submissions as per Form	

**Letter Comprising the Proposal
(on the letter-head of Bidder/Lead Member)
(Refer Clause 2.13.5)**

Dated:

To,
[*****
*****]

Sub: Proposal for Engagement of Advisor for Financial Closure of International Cargo Hub at Haldia, West Bengal (the "Assignment")

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP document & Bidding Documents and understood its contents, hereby submit my/our Proposal for Qualification for the aforesaid Assignment. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that the Owner will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidders for the aforesaid Assignment, and we certify that all information provided in the Proposal and in Annexes are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Selected Bidder for the aforesaid Assignment.
4. I/ We shall make available to the Owner any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Owner to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Owner;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for

proposal issued by or any agreement entered into with the Owner 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 document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) the undertakings given by us along with the Proposal in response to the RFP for the Assignment are true and correct as on the date of making the Proposal and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Proposal that you may receive to qualify the Bidders to Bid for the Assignment, without incurring any liability to the Bidders.
 8. I/ We believe that I/our Consortium satisfy(s) the Threshold Eligibility Criteria and meet(s) all the requirements as specified in the RFP document and are / is qualified to submit a Proposal.
 9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for Assignment.
 10. I/We declare that we/any Member of the Consortium does not have direct or indirect shareholding held by the Owner.
 11. I/We declare that we / any Member of the Consortium has not been barred by any Central / State Government, or any entity controlled by it, from participating in any project and no such bar subsists on the date of this Proposal.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Owner of the same immediately.
 14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Owner in connection with the, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.

15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Advisory Agreement in accordance with the draft that shall be provided to me/ us prior to the Proposal Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied the RFP Documents carefully and also surveyed the site of the Assignment. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Owner or in respect of any matter arising out of or relating to the Bidding Process including the award of Assignment.
17. I/ We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us.
18. 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,

Date: (Signature, Name and Designation of
the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

TECHNICAL CAPACITY OF BIDDER

Details of Bidder & Consortium

1.	Details of Bidder/Lead Member										
(a)	Name:										
(b)	Country of Incorporation:										
(c)	Address of the corporate headquarters and its branch office(s), if any, in India:										
(d)	Date & Details of incorporation and/or commencement of business:										
2	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Assignment:										
3	Details of individual(s) who will serve as the point of contact/ communication for the Owner:										
(a)	Name & Designation										
(b)	Correspondence Address										
(c)	Email										
(d)	Tel / Fax No										
4	Particulars of the Authorised Signatory of the Bidder:										
(a)	Name & Designation										
(b)	Correspondence Address										
(c)	Email										
(d)	Tel / Fax No										
5.	<p>In case of a Consortium, the information above (1-4) should be provided for all the Members of the Consortium. Information regarding the role of each Member should be provided as table below:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 60%;">Name of Member</th> <th style="width: 30%;">Role</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> </tbody> </table>		Sl. No.	Name of Member	Role	1.			2.		
Sl. No.	Name of Member	Role									
1.											
2.											
6											
(a)	Has the Bidder/member of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?	Yes / No (<i>strike off whichever is not applicable</i>)									

(b)	If the answer to 6(a) is yes, does the bar subsist as on the date of Proposal?	Yes / No (<i>strike off whichever is not applicable</i>)
-----	--	--

(Signature of Authorised Signatory)

Name : [•]

Designation : [•]

Date:

Seal or Stamp of Bidder

PROJECT EXPERIENCE DETAILS

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of lead partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of associated Consultants, if any:	
Narrative description of Project with project cost (excluding land cost):	
Description of actual services provided by your staff within the assignment:	

Note:

- Bidder to produce a copy of the proof of experience (Completion Certificate/ any other supporting document for their claim).
- Projects completed within the period specified in Clause 2.2.2 (A) would only be considered.

Date:

(Signature, Name and Designation of
the Authorised Signatory)

Place:

Name and seal of the Bidder/ Lead Member

FINANCIAL CAPACITY OF BIDDER

1.	Name of Bidder/ Member		
2	Turnover from Financial Advisory Business during the last 3 preceding financial years (Bidder to produce certificate from the statutory Auditor in the format prescribed in Form-3A)	Financial Year	Turnover (in INR lakhs)
			Total

(Signature of Authorised Signatory)
Name & Designation : [•]
Seal or Stamp of Bidder

Certificate from Statutory Auditor

Based on the audited records of the company, this is to certify that (*name of Bidder/Lead Member of Consortium*) has an experience in and has satisfactorily completed following assignments during the periods as defined in Clause 2.2.2 of RFP.

No	Name of Assignment	Name & Address of Client	Brief description of the assignment	Date of start	Date of completion

We further certify that, based on the audited accounts, (*name of Bidder/ Member of Consortium*) has a turnover from Financial Advisory Services, as defined in RFP, as per details below.

Financial Year	Turnover (in INR lakh)
Total	Rs lakh

Signature
Name & Membership No of Statutory Auditor
Seal of the audit firm:
Date

Note: (In the case of a Consortium, separate sheets are to be furnished by each Member of the Consortium)

CVs (Curriculum Vitae) of the Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, qualifications obtained, and date*]: _____

6. **Membership of Professional Organisations:** _____

7. **Training & Publications** [*Indicate significant training since degrees under Sl. No. 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

 (Signature of staff member) Date: _____
Day/Month/Year

Full name of the staff:-----

Date: _____ (Signature, Name and Designation of
the Authorised Signatory)
 Place: _____ Name and seal of the Bidder/ Lead Member

Power of Attorney for signing of Proposal
(To be executed on non-judicial Stamp paper of Rs 150/- and duly notarised)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife ofagedyears and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 Engagement of Advisor for Financial Closure of International Cargo Hub at Haldia, West Bengal, India (the "Assignment") proposed by KFTWPL (the "Owner") including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the Owner, representing us in all matters before the Owner, signing and execution of all contracts including the Advisory Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the Owner in all matters in connection with or relating to or arising out of our Financial Proposal for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Advisory Agreement with the Owner.

AND we hereby undertake and agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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 2.....

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title 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.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Power of Attorney for Lead Member of Consortium
(To be executed on non-judicial Stamp paper of Rs 150/- and duly notarised)

Whereas HFTWPL (the "Owner") has invited Proposals from interested parties for the Engagement of Advisor for Financial Closure of International Cargo Hub at Haldia, West Bengal, India (the "Assignment").

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Owner to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at and M/s having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Assignment/contract, during the execution of the Assignment and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Proposal for the Assignment, including but not limited to signing and submission of all Technical Proposals, Financial Proposals and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Owner, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Advisory Agreement is entered into with the Owner.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Joint Bidding Agreement
(Refer Clause 2.13.5)

(To be executed on non-judicial Stamp paper of Rs 150/- and duly notarised)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) HFTWPL, a special purpose company incorporated under Companies Act, 1956, represented by its Chief Executive Officer (CEO) and having its principal office at _____ (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the Proposals") by its Request for Proposal No. dated(the "RFP") for pre-qualification and short-listing of bidders for Assignment to Engagement of Advisor for Financial Closure of International Cargo Hub at Haldia, West Bengal, India (the "Assignment")
- (B) The Parties are interested in jointly bidding for the Assignment as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Assignment, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**
In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
2. **Consortium**
 - 2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Assignment.

- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Assignment, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Bidder / all the members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the Assignment.

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RFP and the Advisory Agreement, till such time as the Financial Closure of the Assignment is achieved under and in accordance with the Advisory Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as on the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Owner to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Owner to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, assignment, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates a party that presently

affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Agreement Term of the Assignment is achieved under and in accordance with the Advisory Agreement, in case the Assignment is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Assignment or does not get selected for award of the Assignment, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest Money Deposit by the Owner to the Bidder, as the case may be.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Owner.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Owner to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

FINANCIAL PROPOSAL
[On the letter head of Bidder (Lead Member, in case of Consortium)]

Name of Bidder

Name of Activity	Amount (in INR)	
	In Figures	In Words
1. Professional Fee		

(Service Tax, shall be payable extra, as per the applicable rates)

Date: (Signature, Name and Designation of
the Authorised Signatory)
Place: Name and seal of the Bidder/ Lead Member

CHECKLIST OF SUBMISSIONS

The Bidders are advised to arrange the submissions/documents in the following order. Each page of Proposal is to be serially numbered, signed and stamped by the Authorised Signatory of the Bidder.

Envelope 1 : Technical Proposal

No.	Document Name	To be furnished by	To be notarised	Yes/ No
1	Form 1 - Letter Comprising the Proposal	Lead Member	No	
2	Form 2A - Details of the Bidder & Consortium Members	All Members (separately)	No	
3	Form 2B - Project Experience Detail (along with proof of experience)	All Members (separately)	No	
4	Annex 3 – Financial Capacity of Bidder	All Members (separately)	No	
5	Form 3A - Certificate from Statutory Auditor	All Members (separately)	No	
6	Form 4 - CVs (Curriculum Vitae) of the Key Personnel	All Members (separately)	No	
7	Form 5 - Power of Attorney for signing of proposal	Lead Member	Yes	
8	Form 6 - Power of Attorney for Lead Member of Consortium (applicable in the case of Consortium)	Jointly by all Members	Yes	
9	Form 7 - Joint Bidding Agreement (applicable in the case of Consortium)	Jointly by all Members	Yes	
10	Documents of Incorporation	All Members	Yes	
11	DD/Pay Order towards EMD (in original)	Lead Member	No	

Envelope 2 : Financial Proposal

1	Financial Proposal (as per format in Appendix -2)	Lead Member	No	
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Outer Envelope

1	Envelope 1 - Technical Proposal
2	Envelope 2 – Financial Proposal

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

Parameter	Criteria
Organisational Experience of Bidder	40 % of maximum marks shall be given for the Threshold Eligibility Criteria. The remaining 60% shall be awarded for (i) comparative size and quality of past assignments in Infrastructure sector; and (ii) overall turnover, experience and capacity of the Bidder
Experience of Key Personnel	40% of the maximum marks for each Key Personnel shall be awarded for the minimum number of Eligible Experience. The remaining 60% shall be awarded for relevant experience in additional assignments of similar nature in the infrastructure sector
<ul style="list-style-type: none"> • Team Leader 	
<ul style="list-style-type: none"> • Logistics/Supply Chain Management Expert 	
<ul style="list-style-type: none"> • Urban Infrastructure Expert 	
<ul style="list-style-type: none"> • Financial Analyst 	