

**HALDIA FREE TRADE WAREHOUSING  
PRIVATE LIMITED**

**Request For Proposal (RFP)**

**for**

**Engagement of Architect for preparing Master  
Plan for International Cargo Hub at Haldia  
West Bengal**

**March 2015**

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# 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 Architect for preparation of Master Plan (Layout Plan) including design of common utilities 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 Architect who shall be entrusted with the task of preparing a Master Plan for the Project site.
- 1.1.5. The broad scope includes preparation of Master Plan, including the layout of roads, saleable plots and common utilities; preparation of preliminary designs and cost estimates for common utilities (such as roads, drainage and sewerage, water supply and electrical networks, main entrance, common utility buildings, etc). The cost estimates shall be prepared on the basis of Standard Schedule of Rates and/or Market rates.

### **1.2. Validity of Proposal**

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

### **1.3. Brief Description of Selection Process**

- 1.3.1. The Owner has adopted a single stage selection process (the "**Selection Process**") in evaluating the Proposals, comprising Qualification Statements and Financial Proposal.
- 1.3.2. Each Proposer will submit the Qualification Statement and a Financial Proposal in separate sealed envelopes indicating the name of the assignment and clearly marked as "Qualification Statement" 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.
- 1.3.3. The Owner reserves its right to award the Assignment to the Selected Proposer.

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

**1.4. Schedule of Selection Process**

Owner shall endeavour to adhere to the following schedule:

<b>Sl. No.</b>	<b>Event Description</b>	<b>Date</b>
1	Issue of RFP	10.03.2015
2	Last date for receipt of queries from Proposers	23.03.2015
3	Indicative date for Addendum / clarifications by Owner	27.03.2015
4	Proposal Due Date (PDD) / Submission of Bids	10.04.2015 Upto 1100 hours IST
5	Opening of Proposals	10.04.2015 at 1130 hours IST

**1.5. Communications**

1.5.1. **All communications including the submission of Proposal should be addressed and delivered to**

Chief Executive Officer  
Haldia Free Trade Warehousing Private Ltd  
2<sup>nd</sup> Floor, Niryat Bhawan  
Opposite Army R&R Hospital  
Rao Tula Ram Marg, New Delhi 110 057  
Email: [directorhftwpl.iidc@ilfsindia.com](mailto:directorhftwpl.iidc@ilfsindia.com)  
Tel: (011) 4600 2216 Fax: (011) 4600 2244  
Mob: (0) 98111 62063

All communications including envelopes should be superscribed "Proposal for Engagement of Architect for preparing Master Plan for International Cargo Hub at Haldia, West Bengal".

## SECTION 2. INSTRUCTIONS TO PROPOSERS

### A. GENERAL

#### 2.1 Scope of Proposal

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

#### 2.2 Eligibility of Proposers

- 2.2.1 The Proposer may be a sole individual or a proprietorship / partnership firm. In the case of a sole individual, he must be a practising Architect, having a valid Council of Architecture (CoA) registration. In case of a firm, the sole proprietor / partner (as the case may be) must be a practising Architect, having a valid Council of Architecture (CoA) registration.
- 2.2.2 The Proposer must have ten (10) years of professional experience in architectural practise.
- 2.2.3 The Proposer must have, during the past 7 years, prepared Master Plan / Layout Plan for atleast two townships (logistics park / transport/ commercial/industrial /residential/mixed use), each with a minimum land area of 100 acres.
- 2.2.4 The Proposers shall enclose with its Proposal, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:
- (i) Valid Certificate of registration with Council of Architecture (CoA);
  - (ii) Certificate(s) from clients, indicating the proof of experience;
  - (iii) A Brief synopsis of the projects done, with perspective views (not exceeding five A-4 sheets for each Project).

#### 2.3 General Terms of Submitting Proposals

- 2.3.1 No Proposer shall submit more than one Proposal.
- 2.3.2 Proposers 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 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.3.4 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 Proposers solely for the purpose of preparation and the submission of a Proposal in accordance herewith.

2.3.5 Any award of Assignment pursuant to this RFP shall be subject to the terms of RFP.

## **2.4 Cost of Bidding**

The Proposers 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.

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

Proposers 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 Proposer 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.

## **2.6 Acknowledgement by the Proposer**

2.6.1 It shall be deemed that by submitting a Proposal, the Proposer 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 Proposer;
- (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.

2.6.2 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.

**2.7 Right to accept and reject any or all Proposals**

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

2.7.2 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 Proposer, or the Proposer has made material misrepresentation or has given any materially incorrect or false information, the Proposer shall be disqualified forthwith.

**B. DOCUMENTS**

**2.8 Contents of the 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 Proposers
- Section 3. Miscellaneous

**Schedules**

- Schedule-1 Terms of Reference

**Appendices**

Appendix-1	Qualification Statement
Form-1	Transmittal Letter
Form-2	Technical Capacity of Proposer
Form-2A	Details of Proposer & Consortium
Form-2B	Project Experience Details
Form-3	Financial Capacity of Proposer
Form-4	Power of Attorney

Appendix-2 Financial Proposal

## **2.9 Clarifications**

2.9.1 Proposers requiring any clarification on the RFP may notify the Owner in accordance with Clause 1.5. They should send in their queries before the date specified in the schedule of Selection Process contained in Clause 1.4. The Owner shall endeavour to respond to the queries within the period specified therein.

## **2.10 Amendment of RFP**

2.10.1 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 Proposer, modify the RFP by the issuance of Addenda.

2.10.2 In order to afford the Proposers 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**

### **2.11 Format and Submission of Proposal**

2.11.1 The Proposer 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.

2.11.2 All proposals should be submitted to the address specified in Clause 1.5 on or before the Proposal Due Date.

2.11.3 The Proposer shall submit the Qualification Statement in the formats specified at Forms 1 to 4, together with the documents specified in Clause 2.11.5.

2.11.4 The Qualification Statement shall not include any financial offer.

2.11.5 The Qualification Statement shall contain:

- (i) Letter of Transmittal (**Form-1**)
- (ii) Technical Capacity of Proposer (**Form-2**) along with Annexes and supporting documents;
  - a) **Valid Registration Certificate of Council of Architecture (CoA);**
  - b) **Form-2B** Synopsis of Projects for which experience is claimed.

**The Proposers are advised to arrange the submissions/documents in the above order, serially numbered.**

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

2.11.7 While preparing the Financial Proposal, Proposers should ensure that the Professional Fee quoted is inclusive of all fees, expenses, other out-of-pocket expense, taxes and duties, but exclusive of Service Tax.



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

**2.12 Validity of Proposals**

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

**2.13 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Proposers 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.

**2.14 Correspondence with the Proposer**

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

2.14.2 After selection, a Letter of Intent to Award (the "LOIA") shall be issued, in duplicate, by Owner to the Selected Proposer. The Selected Proposer 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 Proposer is not received by the stipulated date, Owner may, unless it consents to extension of time for submission thereof, cancel the LOIA.

2.14.3 After acknowledgement of the LOIA as aforesaid by the Selected Proposer, it shall furnish the Performance Guarantee within 10 (ten) calendar days and shall execute an 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 Proposer.

### SECTION 3. MISCELLANEOUS

- 3.1 The Selection 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 Selection Process.
- 3.2 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 Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Proposer in order to receive clarification or further information;
  - (c) shortlist or not to shortlist any Proposer and / or to consult with any Proposer 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 Proposer; 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 Proposer.
- 3.3 It shall be deemed that by submitting the Proposal, the Proposer 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 Architect who shall advise and assist the Owner in preparing a Master Plan (Layout Plan) for the Project site, including cost estimates of common user infrastructure such as roads and utilities.

**2. SCOPE OF WORK**

The scope of work of the selected Architect shall include, inter alia:

**a) *Preparation of Draft Master Plan/layout plan for the Project site***

- Preparation of master plans for Cargo Hub indicating the distribution of activities in response to the activity and area briefs, existing master plan regulations and development controls and bylaws, adjoining land use, urban design and traffic and transportation considerations.
- The Architectural Plan/Master Plan shall include:
  - Site plan showing existing encumbrances, if any
  - Site plan showing the plot boundaries, adjoining road/rail and building lines, setbacks, covered area, etc.
  - Layout plan, spatial arrangement, , sizing of components along with area statements like saleable plots, roads, parking area, amenities, utility buildings, infrastructure like utility ducts, water supply system, sewerage and drainage networks, water storage, rain water harvesting, DG Set, ventilation system, etc.
  - Perspective view for main entrance to Project site
  - Conceptual architectural drawings for common user Buildings (eg. Facilitation centre/Shared offices/ Business centre) with a maximum plinth area of 1500 sqm
- The layout of the parking facility shall conform to the requirement of latest applicable India Standards, Pollution Control norm, development control guidelines and bylaws
- Consultant shall prepare three alternatives for the Master Plan (Layout Plan)
- The consultant shall prepare a design of the proposed facilities wherein rationale for all assumptions and all design calculations shall be made available

- All the preliminary design will include
  - Calculations
  - Drawings,
  - Technical Specifications

Based on the draft alternatives submitted, the Owner shall suggest the selected alternative (with modifications, if any)

**b) Preparation of Final Master Plan and Cost Estimates**

- Preparation of Final Master Plan (on a scale of 1:2000 or 1:1500), based on the decision of the Owner
- Prepare Network plans of all common user infrastructure such as roads, parking area, amenities, utility buildings, utility ducts, water supply system, sewerage and drainage networks, water storage, DG Set, street lighting, power distribution, ventilation system, etc
- Preliminary architectural drawings for common user Buildings (eg. Facilitation centre/Shared offices/ Business centre) with a maximum plinth area of 1500 sqm
- Prepare cost estimates based on Standard Schedule of Rates / Market Rates for various items of work such as excavation and filling, roads, parking area, amenities, utility buildings, main entrance, utility ducts, water supply system, sewerage and drainage networks, water storage, rain water harvesting, DG Set, street lighting, power distribution, ventilation system, etc

The Architect shall submit three copies (and one editable digital copy) of all the above drawings, documents, estimates and design calculations.

**Note: The Architect is not expected to prepare tender documents and Good-For-Construction (GFC) drawings). The plot level infrastructure (within the envelope of saleable plots) is also not included in the scope of work.**

**3. TIME AND PAYMENT SCHEDULE**

The total duration for Assignment shall be 10 (ten) 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 is given below:

<b>Key Dates</b>	<b>Description of Deliverables</b>	<b>Weeks</b>
KD 1	Owner providing Design Brief and contour map	1 week from execution of Agreement
KD 2	<b>Deliverable 1:</b> Conceptual level Master Plan i/c schematic layouts of utilities, etc (3 alternatives)	5 weeks after KD 1
KD 3	<b>Deliverable 2:</b> Final Master Plan i/c layout of utilities, etc. (of one selected alternative)	3 weeks after approval of KD 2 by Owner

KD 4	Deliverable 3: Bill of Quantities and Cost estimates	1 week after approval of KD 3 by Owner
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The payment schedule of Professional Fee (PF) linked to the specified Deliverables is given below:

	Milestone	Amount of PF
1	Mobilisation Advance, upon signing of Agreement	10% of the PF
1	Upon Approval of Deliverable 1 by Owner	30 % of the PF
2	Upon Approval of Deliverable 2 by Owner	40 % of the PF
3	Upon Approval of Deliverable 3 by Owner	20 % of the PF

The Performance Guarantee shall be released only after the approval Deliverable 3.

**APPENDIX-1**

**(Form-1)**

**Letter Comprising the Proposal  
(on the letter-head of Proposer)**

*(Refer Clause 2.13.5)*

Dated:

To,

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Sub: Proposal for Engagement of Architect for Preparation of Master Plan for 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 the aforesaid Assignment. The Proposal is unconditional and unqualified.

1. I/we agree to abide by and fulfill all the terms, condition, and provisions of the RFP document which shall be binding on us.
2. I/we confirm that the information provided by us in our Proposal is truthful and have no further pertinent information to supply.
3. I/we understand that we are liable to be disqualified if any information provided by us is found to be false, inaccurate or incorrect.

Yours faithfully,

Date:

(Signature, Name and Designation of

the Authorised Signatory)

Place:

**APPENDIX-1**  
**(Form-2 (A))**

**TECHNICAL CAPACITY OF PROPOSER**

**Details of Proposer**

<b>1.</b>	<b>Details of Proposer</b>	
(a)	Name:	
(b)	Legal status	Sole Individual / Sole Proprietorship / Partnership Firm
(c)	Address of the corporate headquarters and its branch office(s), if any, in India:	
<b>2</b>	<b>Details of Principal Architect</b>	
(a)	<b>Name</b>	
(b)	Registration No with Council of Architecture (CoA)	
(c)	Expiry of validity of CoA Registration	
<b>3</b>	<b>Particulars of the Project for which experience claimed:</b>	
	<b>Project 1</b>	
	(a) Name of Project	
	(a) Location	
	(c) Land Area	
	(d) Nature of services performed	
	<b>Project 2</b>	
	(a) Name of Project	
	Location	
	(c) Land Area	
	(d) Nature of services performed	

(Signature of Authorised Signatory)

Name : [•]

Designation : [•]

Date:

Seal or Stamp of Proposer

**APPENDIX-1**

**(Form-2 (B))**

**PROJECT EXPERIENCE DETAILS**

Assignment name:	Nature of Project: (logistics park / transport/ commercial/industrial/residential/mixed use)
Country: Location within country:	Approx. land area (in acres)
Name of Client:	Address:
Start date (month/year): Completion date (month/year):	Scope of Services performed
Narrative description of Project with project cost (excluding land cost):	
Description of actual services provided by you / your firm within the assignment:	

Note:

- Proposer to produce a copy of the proof of experience (Completion Certificate/ any other supporting document for their claim).

Date:

(Signature, Name and Designation of  
the Authorised Signatory)

Place:



**APPENDIX-2**

**FINANCIAL PROPOSAL**  
**[On the letter head of Proposer]**

Name of Proposer .....

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: